



Autopay Terms and Conditions

Revised February 1, 2025

Introduction

This document provides information about the Autopay system offered to you through the American College of Sports Medicine (ACSM) and constitutes a legally binding agreement ("Agreement") governing your use of the ACSM's Autopay system payment platform ("Service") and conditions that apply to your use. By using the Service, or permitting any person to use the Service on your or someone else's behalf, you agree to these terms and conditions. If you do not agree to these terms and conditions, you must discontinue accessing or using the ACSM site and the Service.

Definitions

"Authorized User" is any individual which you allow to use the Service or access your Funding Account.

"Auto Pay Payment" is a recurring Payment made on the Due Date for the amount shown on the Invoice.

"Biller" is the American College of Sports Medicine.

"Business Day" is every Monday through Friday, excluding U.S. Federal holidays.

"Due Date" is the date reflected on your invoice when your payment is due; it is not the late payment date or inclusive of a grace period.

"Funding Account" is the credit or debit card account from which Payments and fees, if any, will be debited and to which credits to you will be credited.

"Invoice" means the document you have with the Biller related to the goods and/or services provided to you by Biller.

"Payment" is a payment transaction initiated by you through the Service.

"Payment Date" is the same as the invoice date that the Biller will receive the Payment and is also the day your Funding Account will be debited, or after the daily cutoff time for the Service, the actual Payment Date and the actual date your Funding Account will be debited will be the immediately following Business Day.

"Payment Instruction" is the information provided by you (such as, but not limited to, Customer name, Customer Account number, and Payment Date) for a Payment to be made through the Service.

"Payment Wallet" is the funding account information you save (if any) for use in making future Payments.

"We," "us," and "our" refers to Biller and its third-party service providers.

"You" and "your" refer to the individual that is utilizing the Service.

Autopay Payments, Recurring Payments, and Scheduled Payments

You may have the option of enrolling for Autopay Payments. Upon enrollment, Autopay Payments will be automatically deducted from your Funding Account on the applicable due date, in the full amount then due.

While enrolled in Autopay Payments, you will receive email confirmations of Payments charged to or debited against your Funding Account. It is your responsibility to update your email address in your profile with your current email address. We will not be responsible for email confirmations that are not received as a result of delivery failures. (e.g., spam blockers or incorrect email address).

It is your sole responsibility to ensure that all Funding Account information is accurate, legitimate, and up-to-date in order to ensure proper authorization of your Payment. We will not be responsible for any payment processing errors or fees incurred if you fail to provide accurate Funding Account information.

You may terminate your participation in Autopay Payments, in the MyACSM portal, or by calling Biller's customer service department. It may take up to thirty (30) days to process termination requests.

Eligibility for Autopay Payments

The Service is offered only to individuals and authorized users who can form legally binding contracts under applicable law and, with respect to Payments made using credit or debit cards. Without limiting the foregoing, the Service is not offered to minors. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement. You agree to indemnify and hold us harmless for all costs and fees (including without limitation interchange fees and merchant fees) arising out of your violation of this Section.

Payment Authorization, Payment Remittance and Fees

Upon enrollment in Autopay, you authorize us to follow the Payment Instructions received from you at the time of your enrollment, or subsequent thereto. Upon our receipt of a Payment Instruction from you, you authorize us to debit or charge your Funding Account for the amount of any Payment plus any related fees in effect at the time you initiate the Payment Instruction, and to remit funds on your behalf.

You authorize us to credit your Funding Account, in the event that any Payments are returned to us because the processing of the Payment Instruction could not be completed. In order to process Payments more efficiently and effectively, we may edit or alter payment data or data formats. You certify that any Funding Account you add to your profile or otherwise utilize in connection with the Service is an account from which you are authorized to make payments, and any Payment you make using the Service will debit/charge a Funding Account that you are legally authorized to use. We will use reasonable efforts to complete your Payments properly. However, we shall incur no liability if the Service is unable to complete any Payments initiated by you because of the existence of any one or more of the following circumstances or other reasons identified in this Agreement:

If your Funding Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

If you have not provided us with the correct Funding Account information, or other required information;

If your debit/credit card is expired;

If circumstances beyond our control (such as, but not limited to, fire, flood, or other acts of God, third party systems, or interference from an outside force) prevent the proper execution of the transaction; and/ or

If you failed to follow our instructions for the use of the Service.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Funding Account or cause funds from your Funding Account to be directed in a manner that does not comply with your Payment Instructions, our sole responsibility to you shall be to promptly return the improperly transferred funds to your Funding Account or to direct any previously misdirected Payments to the Biller.

You are responsible for ensuring that there are sufficient funds available in your Funding Account to cover any amount you authorize for payment. If you do not have sufficient funds in your Funding Account, your Payment may not be processed. Your Payment may not be processed after a credit or debit card's expiration date, if it is not updated by you prior to such date.

In the event your Payment is not processed for any reason, including the failure to obtain an authorization from your card issuer or financial institution, or you have not provided us with the correct information, your liability shall remain outstanding and unpaid and you will be subject to all applicable penalties, late fees and interest charges assessed thereon, all of which obligations remain your sole responsibility.

Any fees associated with your Funding Account, including without limitation any assessed by your financial institution or credit card issuer, will continue to apply. You are also responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider in connection with your utilization of the Service.

Payment Cancellation Requests

You may be permitted to cancel or edit a Payment until 24 hours prior to the processing of the Payment Instruction has begun. If permitted, there is no charge for canceling or editing a Payment prior to the processing of the Payment Instruction. Requests to edit or cancel a Payment made less than 24 hours prior to scheduled processing will be considered invalid, and the scheduled Payment will be processed.

Returned Payments

In using the Service, you understand that payments may be returned for various reasons, such as, but not limited to, the Biller Account number is not valid; we are unable to locate your Biller Account; or your Biller Account is paid in full. We will use reasonable efforts to research and correct the returned payment, or void the payment and credit your Funding Account. You may receive notification regarding any such returned payments. You may be assessed fees by us or your financial institution as the result of any returns or insufficient funds related to your Funding Account, or charges refused by a card network.

Payment Wallet

The Payment Wallet allows you to save your Funding Account for use in making future Payments. The following terms apply if you elect to use Payment Wallet.

Adding Funding Accounts. You authorize the addition of Funding Accounts to your profile when received from you.

Funding Account Number and Expiration Date Changes. It is your sole responsibility to ensure that the information maintained in your Payment Wallet is and remains current and accurate. If your credit or debit card expiration date changes, you are responsible for updating to your Payment Wallet, and failure to do so may result in a returned Payment or your inability to receive Claim Payments.

Failure to Maintain Up to Date Funding Account In the event you failure to provide current and up to date account information for your Funding Account, ACSM shall have no liability with regards to any potential lapse in coverage resulting from your non-payment for the Service.

Security

You agree not to give or make available your access or access credentials to the Service to any unauthorized individuals. You are responsible for all Payments you authorize using the Service or that are made using your access credentials. If you permit Authorized Users or other persons to use the Service, you are responsible for any transactions they authorize. If you believe that your access or access credentials to the Service has been lost, stolen, or otherwise compromised or that someone has transferred or attempted to transfer money without your permission, you must notify customer service at once. If you believe there have been any unauthorized transfers related to your Funding Account, you should notify Biller customer service department and /or your financial institution at once.

Information Authorization

You agree that the information you provide to facilitate a Payment, including your Funding Account information, may go through a verification process. You further agree that we may obtain financial information regarding your Funding Account from your financial institution (for example, to resolve payment posting problems, set transaction limits or for verification purposes).

Alterations and Amendments

We reserve the right to update, amend or otherwise change this Agreement, including, but not limited to applicable fees and service charges at any time. In the event of such an amendment, a revised version of this Agreement will be posted on the Site. You may be required to affirmatively accept the revised Agreement in order to continue using the Service. Regardless of whether you are so required, any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. The revised version will be effective at the time it is posted or otherwise provided to you unless a delayed effective date is expressly stated in the revision. Further, we may, from time to time, revise or update the Service applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. You authorize us to send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, or disclosure required to be provided orally or in writing to you. Your use of the Service may be terminated or suspended at any time for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Payment Disputes

If you dispute a Payment made from a Funding Account, you acknowledge that such dispute (including, but not limited to, chargeback or fraud) must be taken up with your issuing debit/credit card provider or financial institution. We are not responsible for any research or resolution of such payment disputes.