

# BILL PAYMENT SERVICE AGREEMENT

(Addendum to Online Banking Services Agreement)

(Effective October 1, 2018)

This Bill Payment Service Agreement (“Agreement”) governs the online Bill Payment Service (the “Service”) that **California Bank & Trust, a division of Zions Bancorporation, N.A.** (“we” or “us”) makes available to its customers (“you”) who have already enrolled in either our personal (consumer) online banking service or our business online banking service. To use the Service’s features, you must also enroll in the Service itself by accepting this Agreement. This Agreement is an Addendum to your online banking services agreement. In regard to the Service, this Agreement governs over any conflicting terms in your online banking services agreement.

## **I. Consent to Electronic Disclosures**

For certain consumer transactions, we are required to disclose certain information in writing. With prior consent, however, we may instead provide that information electronically. We also need general consent to use electronic records for certain transactions in providing the Service to consumers and business customers.

By accepting this Agreement, you hereby: (a) consent to receiving notices and other information (including this Agreement and disclosures that are otherwise required to be provided in writing, and (b) consent to using electronic records and communications to you in connection with the Service. We require that consent and confirmation as a condition of providing the Service to you. Your consent extends to each account that you now or hereafter enroll in the Service. You may at any time withdraw your consent to electronic delivery instead of paper by calling Customer Service at (888) 217-1265 if you are a DirectNET<sup>SM</sup> Consumer Online Banking customer, or (877) 650-0095 if you are a Direct Business Internet Banking customer, but we may then terminate your ongoing use of this Service (and not process any previously-scheduled future payments).

Using this Service requires that you have internet access, maintain and provide us with your valid email address, and use a commonly accepted and recent version of an HTML 4.0 compliant internet browser that supports 128-bit SSL encryption. You hereby confirm to us that you have verified your hardware, software and ability to view, and to print or electronically save, such electronic notices and disclosures (including emails and PDF documents). If you do not consent, do not have the ability to print or save notices and disclosures, or do not have the required internet browser, you must not enroll in the Service.

Permissible electronic delivery includes (i) by email to any address you have provided for use with this Service, including PDF documents attached to email, (ii) by display on your screen during your online Service activity, (iii) by message printed on the periodic statement for your Payment Account if you have agreed to receive that statement electronically, or (iv) any other electronic means that you have authorized or hereafter authorize pursuant to your online banking services agreement. Electronic disclosures include, without limitation, prior notice to you of preauthorized debits that vary in amount to your enrolled accounts. You are responsible for advising us of any change in the email and other electronic addresses you use for this Service. Changes to your Bill Pay email address can be made online within the Bill Pay section of our online banking site, or by calling Customer Service at (888) 217-1265 if you are a DirectNET Consumer Online Banking customer, or (877) 650-0095 if you are a Direct Business Internet Banking customer. (We

encourage you to also update your general email address within the general services section of our online banking site.)

We do not charge for electronic delivery. You may request a paper copy of an individual prior electronic notice or disclosure for no charge by calling the above Customer Service number. We may in our discretion instead send documents to you by any other electronic method to which you have separately agreed, or in paper form.

**You should print or save a copy of the foregoing Consent and the following Agreement for your records.**

If you do not agree to all of the above terms concerning electronic delivery of disclosures and notices, then do not accept this Agreement.

## **II. BILL PAYMENT SERVICE**

### **INTRODUCTION**

Our Service enables you to schedule one-time payments or recurring payments to designated persons or entities, and to receive certain electronic bills for such payments. We provide the Service to you through one or more third-party service providers, including Fiserv Solutions, Inc. and its affiliates. Our third-party service providers are not parties to this Agreement. We are the sole party responsible to you for any payments you make through the Service, and for any liability that attaches in connection with the Service. Our third-party service providers shall be third party beneficiaries of this Agreement and will be entitled to all the rights and protections (including all limitations of liability) that this Agreement and the online banking services agreement provides to us, including without limitation in connection with their recovery of Payment Amounts that you may owe to them as described below. Our third-party service providers are subject to change without prior notice to you. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

This Agreement governs use of the Service by both consumer customers and business customers. Business customers should refer to the section entitled "Business Accounts" which identifies certain provisions of this Agreement that do not apply to business customers.

Any person acting to accept this Agreement and enroll you in the Service on your behalf hereby personally represents and warrants to us that he or she is duly expressly authorized by you to do so.

### **COST OF SERVICE**

Consumer customers are not charged fees for the Service itself or to enroll. A consumer may, however, choose to expedite a particular payment for a fee that will be disclosed at the time of the request but prior to submitting that request. If we decide to begin charging for the Service, or any other fee, we will provide you with prior notice.

Business customers will be charged the fees set forth in the fee schedule included in or supplementing their business online banking agreement or deposit account agreement. A fee also applies for any request to expedite a payment using the Service.

### **DEFINITIONS**

"Biller" is a person or entity you instruct us to pay via the Service. "Biller" includes but is not limited to an "e-Biller."

"Billing Account" is the checking account with us (or other account permitted by us) from which all Service fees will be automatically debited. Unless otherwise agreed, your Billing Account will be your Payment Account.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays and other days that banks are legally closed.

"Consumer" is a natural person, and "consumer account" is a deposit account established with us by a consumer primarily for personal, family or household purposes.

"Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

"e-Bill" is an electronic invoice or other electronic statement for payment that an e-Biller may present to you via the Service.

"e-Biller" is a Biller that presents e-Bills to you via the Service either at your request or on a trial basis under the terms of the Service's e-Bill feature.

"Payment Account" is your checking account with us (or other account permitted by us) from which bill payments will be debited.

"Payment Instruction" is the information you provide to the Service to make a bill payment to a Biller (such as, but not limited to, the Biller's name, Biller's account number, payment amount, Payment Account, and Scheduled Payment Date).

"Provider Payment" is any amount of funds that our third-party service provider transfers on your behalf to a Biller when executing your Payment Instruction before debiting your Payment Account to reimburse itself. Each Provider Payment is made by our third-party service provider, not by us (your bank), and your obligation to reimburse all Provider Payments is incurred and owed directly to the third-party service provider (not to us). "Provider Payment" also includes the amount of any reimbursing debit by the service provider that may later be reversed.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment. However, if the Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be deemed the previous Business Day.

### **III. PAYMENTS FEATURE**

#### **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated online by the Service when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for that particular Biller. (The earliest possible date

designated by the Service may vary based on factors such as the identity of the Biller, the Service's arrangements with the Biller, and the method of payment the Service elects to use to execute your Payment Instruction to that Biller.) When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges you incur, up to \$50.00, if a payment posts after its Due Date. The preceding sentence applies (a) only if the payment was scheduled in accordance with the guidelines described above in the "Payment Scheduling" section, and (b) only if none of the exceptions listed below in the "Payment Authorization and Payment Remittance" and "Exception Payments" sections apply. We may require you to provide satisfactory supporting documentation before reimbursing you.

### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Billers you wish to pay, you authorize the Service to follow the Payment Instructions you enter. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives. We may also change the address of a Biller to whom we send a payment, without notification, if we have received commercially reasonable information that the address you provided is not valid or complete, is no longer accurate, or is no longer the address to which the Biller wishes us to send payments.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. If the Service's third-party service provider has made a Provider Payment to execute your Payment Instruction, you authorize the third-party service provider to debit your Payment Account to reimburse itself for that Provider Payment. You authorize the Service to honor debits to reimburse the third-party service provider's Provider Payments. The Service may (but is not obligated to) honor debits that create overdrafts in your Payment Account to execute any Payment Instruction or to reimburse any Provider Payment. (See the section "Payment Methods and When Your Account is Debited" for information on when your Payment Account will be debited.) You also authorize the Service to credit your Payment Account for amounts returned or remitted to you by the United States Postal Service, a Biller, the service provider, or another user of the Service. You also authorize the Service to make debit or credit entries to your Payment Account and to Billers to make adjustments and corrections.

The Service will use commercially reasonable efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void 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:

1. If, through no fault of the Service, your Payment Account is closed or does not contain sufficient funds to complete the transaction (or the transaction would exceed the credit limit of your overdraft account);
2. The Biller rejects or returns the payment for any reason (or, except as provided in the Service Guarantee, the Biller mishandles or delays the handling or posting of any payment we send);

3. Your equipment, software or communications link is not working properly;
4. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
5. You have not provided the Service with correct information, including the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
6. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances;
7. Your Bill Pay Service has been frozen because you are in collections with our third party service provider; and/or
8. There may be other exceptions in this or our other agreements with you.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### **PAYMENT METHODS AND WHEN YOUR ACCOUNT IS DEBITED**

For each individual Payment Instruction, the Service's third-party service provider has sole and exclusive discretion to decide how it will cause payment to the Biller. Payment methods may include, but are not limited to:

- "Electronic payment" (e.g., an ACH credit to the Biller's account and an ACH debit from your Payment Account). This usually creates a Provider Payment by the third-party service provider.
- "Electronic to check payment" (e.g., a check drawn on the third-party service provider's account and an ACH debit from your Payment Account). This can create a Provider Payment by the third-party service provider.
- "Laser draft payment" (e.g., a "remotely created check" the Service writes for you against your Payment Account.) You authorize the Service to issue laser draft payments against your Payment Account.

The payment method determines when your Payment Account will be debited. Electronic payments are debited from your Payment Account no earlier than the Scheduled Payment Date. Electronic to check payments are generally debited no earlier than the Scheduled Payment Date, but may be debited earlier if the check is mailed, arrives earlier, and is deposited by the Biller before the Scheduled Payment Date. A laser draft payment will debit your Payment Account no earlier than the date it is actually presented to us for payment. You warrant to us and to our third-party service provider that you will maintain available funds on balance in your Payment Account sufficient to timely pay the debit corresponding to each Payment Instruction. To ensure sufficient funds when your Payment Account is debited, you should assume that your payment may be sent by mailing a check or laser draft, and so you should have an available balance at least a few Business Days before the Scheduled Payment Date.

#### **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. A laser draft will debit your account when it is presented to us for clearance. An electronic payment usually creates a Provider Payment by the third-party service provider before the provider

reimburses itself by debiting your Payment Account. An electronic to check payment may also create a Provider Payment. (See “Payment Methods and When Your Account is Debited” above.) Therefore, you warrant to us and to our third-party service provider that you will maintain available funds on balance in your Payment Account sufficient to timely pay the debit corresponding to each Payment Instruction.

If your Payment Account has insufficient available funds for us to complete a transaction (including honoring the debit that corresponds to your Payment Instruction), then we have no obligation to complete any portion of that transaction; in some instances, you may receive a return notice as a result. We may, however, in our sole discretion complete the transaction and create an overdraft in your Payment Account or pursue collection against you by any other method permitted by law. Without limiting the foregoing, we may debit any other deposit account or draw on any other line of credit that you may have with us. All the terms of your deposit account agreement with us governing your Payment Account, and its associated fee schedule, including but not limited to those governing overdrafts, returned items, insufficient funds, credit reporting, fees and charges, collection rights, offsets and dispute resolution shall apply.

If our third-party service provider executed your Payment Instruction by making a Provider Payment but we dishonor its reimbursing debit, then you remain indebted directly to the service provider. The third-party service provider has the right to undertake collection activity against you. You agree to reimburse the third-party service provider upon demand. You agree that the third-party service provider may charge you interest at the rate of 1.5% per month (or the legal maximum rate, whichever is less) on unpaid amounts, together with reasonable attorneys fees and any returned payment fees that it may be charged by us, Billers or other financial institutions. The third-party service provider may also report the facts to a credit reporting agency. You acknowledge that (a) Provider Payments, interest, attorneys fees and returned payment fees are obligations that you incur directly to the third-party service provider (not to us), and (b) all collection activity for Provider Payments and such associated amounts are undertaken by the third-party service provider for its own account (not at our direction or as our agent or our assignee). Such collection activity is undertaken solely by the third-party service provider and not on our behalf. Such collection activity by the third-party service provider is not part of the Service, and shall not be deemed to occur in connection with the Service, and we shall bear no responsibility or liability for the third-party service provider’s collections activities.

**All joint owners of the Payment Account are jointly and severally liable for Provider Payments by the third-party service provider, and for overdrafts in the Payment Account.**

#### **PAYMENT AMOUNT LIMITS**

For security purposes, the Service may impose limits on the amount of money you can send through the Service, in total over a time period or by transaction. Your limits may be adjusted from time-to-time in the Service’s sole discretion. Also, Billers may impose their own limitations on bill payments or e-Bills that are beyond the control of the Service.

#### **CANCELLING OR EDITING A SCHEDULED PAYMENT**

There is no charge for canceling or editing a Scheduled Payment. Once a Scheduled Payment has begun processing by ACH or by issuance of any check or laser draft, it cannot be cancelled or edited. Instead, a Stop Payment must be requested.

On-Line Cancellation or Editing. You may cancel or edit a Scheduled Payment (including recurring payments) by following the directions in the Service’s section of our online banking services site.

Calling or Writing to Cancel. You may cancel a Scheduled Payment (including recurring payments) by contacting us at least three (3) Business Days before its processing. Contact us by calling Customer Service. DirectNET Consumer Online Banking Customers may call (888) 217-1265 and Direct Business Internet Banking Customers may call (877) 650-0095 to reach customer service, or call (800) 355-0512 to reach the branch or banker nearest you. We may require you to confirm oral cancellations in writing within 14 days.

### **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check or laser draft has been issued or has cleared (see "Payment Methods and When Your Account is Debited" above). Also, if a payment has begun processing, the Service may not have a reasonable opportunity to act on your stop payment request. If you desire to stop any payment that has already begun processing, you must call Customer Service. DirectNET Consumer Online Banking Customers may call (888) 217-1265 and Direct Business Internet Banking Customers may call (877) 650-0095 to reach customer service, or call (800) 355-0512 to reach the branch or banker nearest you. Although the Service will make a commercially reasonable effort to accommodate your request, the Service will have no liability if it is unsuccessful. The Service may require you to confirm your request in writing within fourteen (14) days. Consult the deposit account agreement governing your Payment Account for additional information regarding requests to stop payment on checks, drafts and electronic transfers. The charge for each stop payment request will be the current charge for such service as set out in the schedule of fees for your Payment Account.

### **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service. In addition, payments that violate any law, statute, ordinance or regulation, and any payments related to illegal gambling, illegal gaming and/or any other illegal activity are prohibited through the Service. We have the right but no duty to monitor for, block, cancel and/or reverse prohibited payments. In addition to the foregoing prohibited payments, we may, but have no duty to, block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or organization and have in our sole discretion determined its legitimacy. In no event shall we or our third-party service provider be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no duty to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours.

### **EXCEPTION PAYMENTS**

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property), tax payments and court ordered payments. Exception Payments may be scheduled through the Service, but they are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from or in connection with your scheduling of Exception Payments. The Service Guarantee as it applies to late payment related charges is void when Exception Payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an Exception Payment. All research and resolution for any misapplied, mis-posted or misdirected Exception Payments will be the sole responsibility of you and not of the Service.

## **IV. e-BILL FEATURE**

### e-Bill Presentment; Sharing Your Personal Information for e-Bill Service

The Service includes a feature that electronically presents you with e-Bills from select Billers. e-Bills may not be available from all of your Billers. Our e-Bill feature is provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements.

Which of your Billers will Present you with e-Bills – You will receive e-Bills from a company only if both: (a) you have designated it in the Service as one of your Billers, and (b) it has arranged with our third-party service provider to deliver e-Bills. The Service may then present you with e-Bills from that e-Biller if either: (1) you affirmatively elect online within the Service to receive e-Bills from that e-Biller, or (2) that e-Biller chooses to send you e-Bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving e-Bills from that e-Biller. Electing to receive e-Bills, automatically receiving trial e-Bills, and declining further elected or trial e-Bills all occur on an individual e-Biller basis. The Service does not include an option to prevent ever participating in the automatic trial e-Bills feature. When affirmatively electing to receive e-Bills from a particular e-Biller, you may be presented with terms from that e-Biller for your acceptance (but we are not a party to that e-Biller’s terms).

Paper Copies of e-Bills – While receiving e-Bills on an automatic “trial basis” from an e-Biller, you will continue to receive your ordinary statements from that e-Biller (e.g., “trial basis” e-Bills do not stop paper statements). If you affirmatively elect to start receiving e-Bills from an e-Biller, that e-Biller may stop sending you paper or other statements. Check with the individual e-Biller regarding your ability to obtain paper copies of e-Bills on a regular or as-requested basis.

Sharing Information with Billers – You authorize the Service to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which the Service has identified as offering e-Bills for purposes of matching your identity on the Service’s records and the Biller’s records to (a) activate your affirmative request for e-Bills, and/or (b) confirm your eligibility for “trial basis” e-Bills.

Information Held by Billers – The Service is unable to update or change any personal information held by your Biller in its own records (e.g., name, address, phone numbers and e-mail addresses). Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else’s information to gain unauthorized access to another person’s bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Service and/or bill information.

Activation – The Service may notify the e-Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from e-Biller to e-Biller and may take up to sixty (60) days, depending on its billing cycle. While your e-Bill feature is being activated, it is your responsibility to keep your accounts current. Each e-Biller reserves the right to accept or deny your request to receive e-Bills.

Authorization to Obtain Bill Data - You authorize the Service to obtain bill data from your Billers that you have requested to send you e-Bills, and from your Billers that wish to send you trial e-Bills. For some



Billers, you will be asked to provide the Service with your user name and password for that Biller. By providing the Service with such information, you authorize the Service to use it to obtain your bill data.

Notification – We will use commercially reasonable efforts to present all of your e-Bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your Service account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new e-Bills. The time for notification may vary from e-Biller to e-Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of Electronic Bill Notification – The e-Biller reserves the right to cancel the presentment of e-Bills at any time. You may cancel electronic bill presentment at any time. The timeframe for implementing cancellation of your electronic bill presentment may vary from e-Biller to e-Biller. It may take up to sixty (60) days, depending on the billing cycle of each e-Biller. The Service will notify your e-Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any e-Bills that are already in process at the time of cancellation.

Non-Delivery of e-Bill(s) – You agree to hold the Service harmless should the e-Biller fail to deliver your e-Bill(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the e-Biller directly.

Accuracy and Dispute of an e-Bill – The Service is not responsible for the accuracy of your e-Bill(s). The Service is only responsible for presenting the information it receives from the e-Biller. Any discrepancies or disputes regarding the accuracy of your e-Bill summary or detail must be addressed and resolved directly with the e-Biller.

## **V. GENERAL**

### **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account (collectively “access credentials”) to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit another person (such as a family member or co-worker) to use the Service or your access credentials, or you entrust that person with your access credentials, you are deemed to have authorized and are fully liable for any transactions or other actions those other persons may take using the Service prior to you notifying us that transfers or actions by that person are no longer authorized.

If you believe that the security of any of your access credentials may be compromised, lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check, that someone may attempt to use the Service without your consent, or that someone has transferred money without your permission, you must notify the Service AT ONCE by calling Customer Service. DirectNET Consumer Online Banking Customers may call (888) 217-1265 and Direct Business Internet Banking Customers may call (877) 650-0095 to reach customer service, or call (800) 355-0512 to reach the branch or banker nearest you.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

*This section applies only to consumer accounts.* Tell us AT ONCE if you believe that your password or any other of your access credentials has been lost or stolen or otherwise compromised, that an electronic fund transfer has been made without your permission using information from your check, that someone may otherwise attempt to use the Service without your consent, or that someone has transferred money without your permission. Telephoning is the best way of keeping your possible losses down. DirectNET Consumer Online Banking Customers may call (888) 217-1265 and Direct Business Internet Banking Customers may call (877) 650-0095 to reach customer service, or call (800) 355-0512 to reach the branch or banker nearest you. If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do NOT tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your periodic statement for a Payment Account or Billing Account contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the period. See your deposit account agreement for additional information.

## **ERRORS AND QUESTIONS**

*This section applies only to consumer accounts.* In case of errors or questions about your transactions, you should notify us as soon as possible by one of the following:

1. Telephoning us at (888) 217-1265 during customer service hours; and/or
2. Telephoning the branch or banker nearest you by calling (800) 355-0512 during branch business hours.

If you think the periodic statement for your Payment Account or Billing Account is incorrect or you need more information about a Service transaction listed on the statement or any confirmation or receipt, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and applicable Payment Account or Billing Account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint or question in writing within ten (10) Business Days after your verbal notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days (or up to 90 days for new accounts) to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days (or 20 Business Days for new accounts) for the amount you think is in error so you will have use of the money while we complete our investigation. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account. We will tell you the results within three (3) Business Days of completing our investigation. If it is determined there was no error we will mail you a written explanation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an

error did not occur. An account is a “new account” for thirty days after the first deposit unless each owner thereof already had another open established account with us. See your deposit account agreement for further details.

### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

*This section applies only to consumer accounts.* It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations:

1. Where it is necessary or helpful to process, effect or confirm your transactions, to assist with the posting of a payment at a Biller, or to otherwise complete your transactions. Completing transactions includes (a) us collecting from you for any overdraft we extended in connection with your Payment Instruction, and/or (b) our third-party service provider collecting from you for any Provider Payment that it extended in connection with your Payment Instruction;
2. Where it is necessary for activating additional services;
3. In order to verify the existence, history and/or condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with legal process such as subpoenas and court orders;
6. To law enforcement if we believe a crime has been committed;
7. If you give us your consent;
8. As otherwise permitted by law, or set out in this Agreement or our other agreements with you; or
9. As set forth in our Privacy Notice as previously provided to you in connection with your Payment Account and Billing Account and available for review on our online banking services website. (Note: limitations on disclosure specified in our Privacy Notice are applicable only to consumers.)

### **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if we or our service providers cannot verify your identity or other necessary information. In order to verify ownership of a Payment Account(s) and/or Billing Account, the Service may in its discretion (but without obligation) choose to issue offsetting debits and credits to that account and then require confirmation from you. By requesting to enroll in or use the Service, you agree that we and/or our service providers may review your credit rating at our expense through an authorized bureau. In addition, we can share with our service providers personal information about you, including without limitation, financial information and transaction history regarding your Payment Account. We and our service providers can use personal information about you for our everyday business purposes and our service provider’s service to us and/or you, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections (including collection of Provider Payments), to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our service provider’s rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our service providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims (including Provider Payments) or other liability. We and our service providers may obtain financial information regarding your account from a Biller or your financial institution (e.g. to help resolve payment

posting problems or for verification.) We and our service providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our service providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

### **BUSINESS ACCOUNTS**

The following provisions of this Agreement do not apply to business accounts: (1) any section that expressly states that it applies only to consumer accounts; (2) any reference or incorporation of our Privacy Notice or Online Privacy Statement; (3) any provision that expressly limits or may impliedly limit our ability or authority to share or disclose business customer data with third parties in connection with the Service or any feature thereof; and (4) any provision which is required by or based upon consumer protection laws that do not by their terms also extend to businesses.

### **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are 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. The section entitled "Failed or Returned Transactions" applies to amounts you owe our third party service provider or us, if you fail to timely reimburse our third-party service provider or us for Provider Payments or the fees and charges described in this Agreement.

### **AMENDMENTS**

We may change (i.e., add, delete, revise or update) this Agreement, applicable fees and service charges from time to time. We will provide you notice of the change if required by applicable law. Such notice may be sent (i) via electronic communication as provided in this Agreement, (ii) in any manner allowed in your online banking agreement, or (iii) in any manner allowed by law. Any use of the Service after we provide such notice will constitute your agreement to such change.

We may, without prior notice, change the applications, screen operations, services, functions, features and/or related material, which may render all such prior versions obsolete. We may terminate such obsolete versions and restrict access to more recent versions.

If you do not agree to any change, you must stop using the Service after the effective date of the change, and must cancel any payments (including automatic recurring payments) that you have previously scheduled to be processed after the effective date.

### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. Changes to your Bill Pay email address can be made online within the Bill Pay section of our online banking site, or by calling Customer Service. (We encourage you to also update your general email address within the general services section of our online banking site.) DirectNET Consumer Online Banking Customers may call (888) 217-1265 and Direct Business Internet Banking Customers may call (877) 650-0095 to reach

customer service, or call (800) 355-0512 to reach the branch or banker nearest you. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the Service's online Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so within the Service section of our online banking service, or you may contact Customer Service via one of the following:

1. DirectNET Consumer Online Banking customers may telephone us at (888) 217-1265 during customer service hours; and/or
2. Direct Business Internet Banking customers may telephone us at (877) 650-0095 during customer service hours; and/or
3. Contact the branch or banker nearest you by calling (800) 355-0512 during branch business hours.

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled, and your e-Bill service will be canceled. We have the right to terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

If you do not log-in to the Service and schedule a payment via the Service for any 120-day period, we may terminate your Service without further notice. If we terminate your Service, your online bill payment information will be lost and unprocessed Scheduled Payments (including recurring payments) and e-Bills will be cancelled without notice.

### **REFUSING PAYMENT INSTRUCTIONS**

We reserve the right to refuse to pay any Payment Instruction in our sole discretion. Without limiting the foregoing, we may refuse (a) to pay any specific Biller or type of Biller, (b) to make any payment we believe or suspect might be prohibited by law, prohibited by this Agreement or your online banking services agreement or the Payment Account's deposit account agreement, or inconsistent with the our generally applicable banking policies, or (c) to make any payment that we believe or suspect might not be timely reimbursed or paid by you. The Service will make reasonable efforts to notify you promptly if it decides to refuse to pay a Payment Instruction. This notification is not required if you attempt to make a prohibited payment (as described in the section entitled "Prohibited Payments") or an Exception Payment (as defined in the section entitled "Exception Payments").

### **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use commercially reasonable efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

## **JOINT OWNERS**

Each joint owner of the Payment Account (or Billing Account as applicable) has full and independent authority to use the Service as if he or she was the sole owner, and without the consent of or notice to any other joint owner. Such powers include, without limitation, authority to see (a) the transactions, e-Bills, and other data associated with the Service and Payment Account (or Billing Account as applicable), (b) order Payment Instructions from the Payment Account, (c) cancel Scheduled Payments or e-Bills, and (d) close the Payment Account (or Billing Account as applicable). We may honor the Payment Instructions and other instructions of any one joint owner without inquiry, notice or liability to any other joint owner.

**All joint owners are jointly and severally liable for Provider Payments by the third-party service provider and for overdrafts in the Payment Account (or Billing Account as applicable).** Notice by the Service to any one joint owner of the Payment Account (or Billing Account as applicable) shall also constitute notice by the Service to all joint owners.

## **ELIGIBILITY**

The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an eligible transaction account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

## **ACCEPTABLE USE**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our third party service providers have the right but no duty to monitor and remove communications content that we in our sole discretion find to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or any portion of our online banking sites or services without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting, or interfere or attempt to interfere with, the Service or our online banking sites or service; or (j) may cause us or our third party service providers to lose any of the services from our internet service providers, payment processors, or other vendors.

## **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorneys fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

## **DISPUTES**

**Disputes Between You and Us.** Any dispute between you and us regarding, arising out of, or relating to this Agreement, the Service, or any transaction or Payment Instruction thereunder shall be resolved in the manner set forth in the deposit account agreement governing your Payment Account, as amended from time to time (including but not limited to any provisions therein that waive rights to participate in class actions, that waive rights to trial by jury and require trial to a court sitting without a jury, and/or that require resolution by binding arbitration).

## **ASSIGNMENT**

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

## **NO WAIVER**

We shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **EXCLUSIONS OF WARRANTIES**

OTHER THAN THE LIMITED SERVICE GUARANTEE EXPRESSLY PROVIDED HEREIN, THE SERVICE, OUR ONLINE BANKING SERVICES WEBSITE (INCLUDING BUT NOT LIMITED TO THE SERVICE SECTION OF THAT WEBSITE), AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

## **LIMITATION OF LIABILITY**

THIS AGREEMENT EXPRESSES YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US, OUR AFFILIATES, OUR SERVICE PROVIDERS, AND THE RESPECTIVE EMPLOYEES AND CONTRACTORS OF THE FOREGOING. YOU ACKNOWLEDGE AND AGREE (1) THAT THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED FROM TIME TO TIME FOR INDETERMINATE PERIODS AMOUNT OF TIME DUE TO SCHEDULED OR UNSCHEDULED MAINTENANCE, OR DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL (INCLUDING BUT NOT LIMITED TO STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION), AND (2) THAT IN NO EVENT SHALL WE, OUR AFFILIATES OR OUR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS THEREOF, BE LIABLE FOR ANY CLAIM OR DAMAGES ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

IN NO EVENT SHALL WE, OUR AFFILIATES, OUR SERVICE PROVIDERS, OR ANY EMPLOYEE OR CONTRACTOR OF ANY OF THE FOREGOING, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, ECONOMIC (INCLUDING LOSS OF GOODWILL OR PROFITS), PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, THAT ARISE IN ANY WAY OUT OF OR IN CONNECTION WITH THE

INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE, OUR ONLINE BANKING SERVICE WEBSITE (INCLUDING BUT NOT LIMITED TO THE SERVICE SECTION THEREOF) EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT, SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

**CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**GOVERNING LAW AND AGREEMENT**

This Agreement shall be governed by and construed in accordance with the laws of the State in which the Bank listed in the opening paragraph hereof maintains its principal place of business, without regard to that State's conflicts of laws provisions that might otherwise apply the laws of another state, and regardless of where you reside. You consent to the jurisdiction of the state and federal courts located in that State. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

**THE FOREGOING CONSTITUTES YOUR ENTIRE AGREEMENT WITH US REGARDING THE SERVICE.**

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