

ONLINE BILL PAYMENT SERVICES AGREEMENT

By accessing the Online Bill Payment service provided by us, you are agreeing to the following terms and conditions. You may also be required to sign a contract provided by a third-party vendor providing the Bill Payment service, and/or to consent to terms and conditions provided electronically.

Access; Software. To use the Bill Pay service, you must be able to access our Home Banking services, must designate a valid e-mail address in order to receive notices regarding the status of your payments, and you must enter a member number or user ID and password. The service may not be able to be accessed if you are located outside the United States. You are responsible for the correct set-up and installation of software that we provide (if any). We will be responsible for any malfunction of that software.

Payments and Processing. In order to make payments through Bill Pay, you must designate a checking account(s) from which the payments will be made and must keep that account(s) in good standing. You may not make payments from a savings account. You may schedule automatic, recurring payments or periodic one-time payments as you may request by following the User Guide provided to you or the on-line instructions. You must provide us the correct names of your payees, together with the proper address, account number, payment amount and any other information required to process the payment. All designated payees must be located in the United States.

We will process payments on or within one Business Day from the date of your on-line session, if the session is before the end of the business day. If the session is after the end of our business day or not on a business day, the time for processing the payment begins on the next business day. In order to ensure that your payments arrive on time at your creditor(s), you must schedule the payment to be processed at least 7-10 business days before your creditor's payment due date. You may generally expect that the payment will be received by your creditor, processed, and reflected on your account in this amount of time; however, we do not guarantee that your payment will be reflected by that date. We are not responsible if the payment is received or processed by your creditor after your due date.

Missed Payments; Notice. If you are notified by one of your payees that payment was not received or remains unpaid, you must notify us within 7 business days so that we may investigate and correct any error that we may have caused.

Restrictions on Payees and Types of Payments. The following payments are prohibited through this service: tax payments; court-ordered payments; payments to payees outside the United States; payments to government agencies; other types of payments or payees as we may designate. If a payee designated by you does not participate in the service, we will notify you that the payment or future payments will not be processed. If we know of a payee who cannot process payments in a timely or responsible manner, we may refuse to make future payments to that payee, and will notify you accordingly.

Insufficient Funds and Overdrafts. You agree that sufficient funds to cover your scheduled payments will be kept in your designated accounts. If there are insufficient funds, we may refuse to make the transfer or we may overdraw your account. If you have signed up for Overdraft Protection on your designated accounts, the terms of your Overdraft Protection will govern overdrafts caused by Bill Pay. You are responsible for any non-sufficient funds (NSF) fees and overdraft fees that may be charged. We reserve the right to suspend your Bill Pay access in the event of overdrafts until such time that you have sufficient funds in your accounts to process your payments. Reactivation of the service may result in delays of your processing, and we are not responsible for any missed payments because of suspension due to overdrafts.

Canceling Scheduled Payments. You may cancel any pending or scheduled payment. In order to do so, however, we must receive your cancellation at least 7 business days prior to the date the transaction is scheduled to be processed by us. If we do not receive your instructions in time, the payment may be processed and we will not be liable for making that payment in any way.

Sharing of Information. By using Bill Pay and scheduling payments, you are authorizing us to disclose any and all information, including non-public personal information and your financial information, that we deem necessary or appropriate in order to process your scheduled transactions. **We use a third-party vendor to provide the Bill Pay service to you. This authorization to share and disclose information extends to that third party-vendor as well.**

Fees. The Online Bill Payment Services are \$5.00 per month. The fee will be waived if the following conditions are met each month:

- Online Bill Payment is used each month.

Termination. You may terminate your Home Banking and/or Bill Pay service at any time. Termination of your Home Banking services will automatically terminate your Bill Pay service. **You must cancel all future payments prior to canceling the service.** If you do not, we may continue making payments and will not be liable in any manner for doing so. We may terminate your Home Banking and/or Bill Pay service if you do not comply with the terms of this agreement, the user instructions, or any other agreements governing your accounts.

Liability; Warranty. If we do not complete a properly scheduled transfer for which you provided us all necessary and correct payment information, we will be liable to you for the actual damage or loss that you suffer. If we make an error in a transfer that we complete, our only responsibility is to correct that error; we will not be liable for any indirect, consequential, or other damages. We will also not be liable for any transfer that cannot be processed or completed because of legal restrictions on your account, or for any transfer that we are not bound to complete under the terms of this agreement. We also provide no Warranty of Merchantability, Warranty of Fitness for Particular Purpose, or warranty against non-infringement of third-party rights regarding any software, browser, equipment, or other services. We provide no warranty that the Home Banking and Bill Pay services are free from defects, computer viruses or worms, or other computer-related problems.