



Bill Payment Service Agreement

This is your Bill Paying Agreement with [AmBank](#). You may use [AmBank](#)'s bill paying service, Bill Pay, to direct [AmBank](#) to make payments from your designated checking (account) to the Merchants 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 (the Account Rules).

"You" or "your" means each person who signs the bill paying enrollment form or is otherwise authorized to use the Service. "Merchant" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a payee.

HOW TO SET UP MERCHANTS/PAYMENTS

When you sign onto the bill pay system you will establish your list of Merchants by selecting the Add button on the Set up Accounts and Payee screen. You may add a new fixed payment for any Merchant but only if they are on your authorized list of payees. If the Merchant is not set up for electronic payments, the service will generate a paper check for payment. The check will carry your account number and will clear directly through your account. A unique check number will appear on your statement for easy recognition. AmBank reserves the right to refuse the designation of a Merchant for any reason. AmBank is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

THE BILL PAYING PROCESS

AmBank will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by AmBank, which is currently 2:00 p.m. (Mountain Standard Time). Variable bill requests received after the business day cut off time, or at any time on a non-business day will be processed on the next business day. AmBank reserves its right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, YOU MUST SELECT THE OPTION OF "LAST BUSINESS DAY" FOR PROCESSING TO BE ALWAYS BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS) Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight (8) business days in advance of the Due Date. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant.

You must select a Payment Date that is at least five (5) business days before the actual Due Date reflected on your Payee statement. If your actual Due Date falls on a non-business day you must select a Payment Date that is at least one business day before the actual Due Date. Payment Dates should be prior to any late date or grace period.

When you have scheduled a payment, you authorize AmBank to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of returned payments from using the Bill Pay Service.

The Bill Pay Service will incur no liability and a Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated because of any of the following:

1. You have not provided the Bill Pay Service with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment.
2. Circumstances beyond the control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances.
3. The payment-processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to AmBank. AmBank reserves the right, without liability, to reject or reverse a Bill 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 AmBank has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree AmBank, at its option, may charge any of your accounts with AmBank to cover such payment obligations.

The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Merchant.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

RETURNED PAYMENTS

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

LIABILITY

You are solely responsible for controlling the safekeeping of, and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify AmBank and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. AmBank is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. AmBank is not liable for any failure to make a Bill Payment if you fail to promptly notify AmBank after you learn that you have not received credit from a Merchant for a Bill Payment. AmBank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be AmBank's agent. In any event, AmBank 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 AmBank has knowledge of the possibility of them. AmBank 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 AmBank's reasonable control.

AMENDMENT AND TERMINATION

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

AmBank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to AmBank. AmBank is not responsible for any fixed payment made before AmBank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by AmBank on your behalf.

FEES

The fee for Bill Pay is \$5.00 per month with your first month free, for an unlimited number of monthly payments.

Service Charges may be assessed if you request one or more of the services listed below. Please contact AmBank for details. There will be NO Charge for any item if needed to correct an AmBank error.

Additional Charges for Customer requested Services and Other Items

- Non-Sufficient Check due to Subscriber Error
- Check Copy Mailed or Faxed to Subscriber or Bank
- Check Copy Mailed to Merchant
- Stop Payment
- Return ACH items due to Subscriber Error
- Overnight Carrier Delivery Charge per item
- Special/Custom Report Charge
- Research Fee for items over 5 months old

AmBank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Some Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

Responsibility

Neither AmBank nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibit withdrawals from your account; (iii) your account is closed or has been frozen; (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 Online Banking or On-line Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking or On-line Financial Services; (ix) you knew that Online Banking and/or the On-line Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

Unauthorized Transactions

You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the

payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point of sale or international transaction. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.