

## BILL PAYING AGREEMENT/DISCLOSURE

This is your bill paying agreement with FARMERS STATE BANK.

You may use FARMERS STATE BANK'S bill paying service, *BILLPAY*, to direct FARMERS STATE BANK to make payments from your designated checking 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 (The Account Rules).

"You" or "Your" means each person who is authorized to use the service. "Payee" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a "Payee".

### HOW TO SET UP PAYEES/PAYMENTS

- \* If you want to add a new "PAYEE", select the "Payee" tab located in your Bill Pay application or speak to a service representative.
- \* You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.
- \* The Financial Institution reserves the right to refuse the designation of a "Payee" for any reason.
- \* You may pay any "Payee" within the United States (including U.S. territories and APO's).
- \* The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

### THE BILL PAYING PROCESS

Single Payments – a single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Financial Institution, is currently 4:00 P.M. CT.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

Recurring Payments – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- \* If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
- \* If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

Note: If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

### SINGLE AND RECURRING PAYMENTS

The system will calculate the Estimated Arrival Date of your payment. **This is only an estimate.** Please allow ample time for your payments to reach your "Payees".

### CANCELLING A PAYMENT

A bill payment can be changed or cancelled, any time prior to the cutoff time on the scheduled process date.

### AVAILABLE FUNDS

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 the Financial Institution.

- \* The Financial Institution reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.
- \* If you do not have sufficient funds in the account and the Financial Institution 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 the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations.

The Financial Institution reserves the right to change the cut-off time. You will receive notice if it changes.

## LIABILITY

- \* You are solely responsible for controlling the safekeeping of and access to, your Personal Identification Number (PIN).
- \* 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 the Financial Institution and arrange to change your PIN.
- \* You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- \* The Financial Institution is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- \* The Financial Institution is not liable for any failure to make a bill payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a "Payee" for a bill payment.
- \* The Financial Institution 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 the Financial Institution's agent.
- \* In any event, the Financial Institution 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 the Financial Institution has knowledge of the possibility of them.
- \* The Financial Institution 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 Financial Institution's reasonable control.
- \* If there is no BillPay activity for 60 days your BillPay account will be considered inactive.

## AMENDMENT TERMINATION

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

- \* The Financial Institution has the right to terminate this agreement at any time.
- \* You may terminate this agreement by written notice to the Financial Institution.
- \* The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice.
- \* You remain obligated for any payments made by the Financial Institution on your behalf.

## SERVICE FEES

There is no monthly fee for the Bill Paying Service.

When a payment you have scheduled is processed (see "The Bill Paying Process"), funds sufficient to cover the payment are removed from your account with the Financial Institution for transmittal to the designated Payee. In lieu of fees in addition to those listed herein, once the funds are removed for processing, you will no longer earn, receive, or otherwise be entitled to any interest, dividends, or other return on, or compensation for, the funds removed.

Additional charges for customer requested services and other items.

- \* Stop payment fee: \$25.00
- \* Overdraft Fee: \$25.00

## Miscellaneous Product Fees

- \* Overnight Fee: \$19.95

The Financial Institution 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. 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.