



*Customer Driven. Community Focused.®*

## **BillPay Services Agreement Terms and Conditions**

**BY CLICKING, "I ACCEPT" YOU AGREE TO BE BOUND BY AND FULLY COMPLY WITH ALL PROVISIONS OF THIS BILLPAY SERVICES AGREEMENT.**

This BillPay Services Agreement ("Agreement") describes your rights and obligations as a user of BillPay Service ("Service"). It also describes the rights and obligations and limitations of Citizens Alliance Bank ("Bank").

The words "we," "us" and "our" mean Citizens Alliance Bank. The words "you" and "your" mean you, the individual(s) who is identified on the account as the owner or authorized signer as the account holder. Please review this entire document to ensure that you understand the full scope of rights and responsibilities associated with the Service.

### **Definitions**

#### Account(s)

The Account for which you are an authorized signer and from which Citizens Alliance Bank may debit or otherwise collect the funds and fees necessary to remit the scheduled Payment to the corresponding Payee, per your instructions.

#### Business Day

Monday through Friday, excluding Federal holidays.

#### Completed

When the Payment is issued either by check or electronically.

#### Cutoff Time

3:00pm Central Standard Time ("CST") on any Business Day.

#### In Process

The Business Day you selected as the scheduled Payment Date.

#### One-Time Payment

A Scheduled Payment that results in a one-time individual Payment.

#### Recurring Payment

A series of Payments delivered to the Payee at a date or regular interval(s) per your instructions and will continue to do so until you cancel it or until the maximum number of Payments and/or final Payment Date that you specified is reached.

#### Payee

The individual, business or other entity to which you intend to send a Payment through the Service and for which you accurately provide and maintain the appropriate or required information.

### Payment Date

The Business Day your bill payment will be made and your Account will be debited.

### Payment Instructions

The information provided by you to the Service for a bill payment to be made by you to your Payee (e.g., payee name, account number, payment amount, payment date, etc.).

### Pending Payment

Starts at the time you enter Payment Instructions until the Payment is In Process.

### Scheduled Payment

The Payment instructions you established within the Service in order to properly direct funds from your Account and the Payee you designated.

### Send Date

The date the bill payment is processed and sent to the designated Payee.

## **Description of Service**

To access the Service, you will need to log onto Citizens Alliance Bank Online Banking and then click on the BillPay icon. From there, the system will provide you a secure link to the Service. BillPay is also accessible through the Citizens Alliance Bank Mobile App. The Service allows an Account holder to pay different Payees outside Citizens Alliance Bank at set dates. BillPay may be used to set either One-time Payment or Recurring Payments. You must have at least one eligible Citizens Alliance Bank account and be enrolled in the Service to use BillPay.

BillPay is accessible after logging into Citizens Alliance Bank Online Banking and agreeing to the Terms and Conditions of the BillPay Services Agreement. Each individual account owner of the Bank who wants BillPay has to enroll in the Service separately. Trying to use the Service to process payments on behalf of someone other than an owner is prohibited and will be grounds for termination of the Service and your access to the Service. This Service should not be used to transfer or deposit funds to other financial institutions with the intent to deposit funds into a checking, savings or other deposit type of account.

If you give us the name and address of a Payee, you authorize us to follow your Payment Instructions regarding that Payee. When we receive your Payment Instructions, you authorized us to debit your Account and remit funds on your behalf. In some cases, we may submit Payments to the best-known Payee name or address available. If we need to, we will change or reformat your Payee account number to match the account number or format required by your Payee for electronic payment processing.

## **Security**

You agree not to give or make available your Citizens Alliance Bank Account Number, User ID, PIN and/or Password to any unauthorized individuals. If you permit other persons to use the Service, Account Number, User ID, PIN and/or Password you are responsible for all transactions they authorize and are processed by the Bank.

If you believe your Account Number, PIN and/or Password have been lost, stolen or compromised or that someone may attempt to use the Service without your consent or has transferred money from your Account by accessing your Account without your permission, we request that you notify us immediately in order to take appropriate action to prevent further loss to you and/or the Bank.

You also agree that we may revoke your access to the Service if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Account Number, PIN and/or Password belonging to you and/or your authorized user(s).

## **Confidentiality**

It is our general policy to treat your Account information as confidential. However, we may disclose information to third parties about your Account specific to a Payee on a payment request you have made in the following situations:

- If we return transfers or payments made from your Account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds,
- Where it is necessary for completing payments
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant,
- In order to comply with a government agency or court orders; or,
- If you give us your written permission.

Through your enrollment in the Service you knowingly provide us explicit permission to disclose certain information about your account and payment instructions to a specific Payee or third-party for a Payee. You also agree that we reserve the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your Account from a merchant or another financial institution to resolve payment-posting problems.

## **Responsibility**

The Bank is only responsible for exercising reasonable and ordinary due care in processing and sending Payments upon your authorization in accordance with this Agreement. If we do not properly complete a bill payment on time, or in the correct amount, we will pay any related late fees or finance charges that you reasonably incur as a result, if your account was in good standing with the Payee before the incident.

We will not be liable for any transaction if: (i) you do not have enough money in your Account to complete the transaction; (ii) a legal order prohibits 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 BillPay Service; (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 transfers information; (viii) you did not properly follow the instructions for use of Online Banking or BillPay Services; (ix) you knew that Online Banking and/or the BillPay Services were not operating properly at the time you initiated the transaction or Payment; (x) there is a 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.

It is your responsibility to check the balance of the Account(s) after a transaction has been requested to confirm that it has, in fact, occurred and payment has processed correctly.

## **Joint Accounts**

Joint Account holders may use the same Account for their individual use of BillPay; each owner and authorized signer has the same right of access to Account activity. If they do, they will need a unique password and will have a separate Payee list and payment history.

## **Payments**

You may pay any merchant or individual approved by this Service, however, the amount of any individual payment may be limited. Payments will be made to your Payee either electronically via Automated Clearing House ("ACH") or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or the Service. Payment amounts are limited to \$10,000.00 per transaction and \$20,000.00 per day for all transactions. Increased limits may be approved at the discretion of your Bank Officer.

The Payment may be deducted from your Account by two methods depending upon the amount of the payment and your credit history. The two methods are:

- Via an electronic debit through ACH, or
- Via a draft drawn on your Account and processed through the Federal Reserve System (as if you had written a check.)

All bill payments debited from your Account will appear on your monthly statement and under the “BillPay History” section of Service. ACH debits will reflect the name of the Payee, as well as the date and amount; payments by check will be reflected on your statement with a date, Payee, address and amount. All payments can be viewed via Online Banking with the Payee’s name, payment amount and payment date by reviewing your recent payment history.

When any payment or other Online Service generates items to be charged to your Account, you agree that we may debit your Account without requiring your signature on the item and without prior notice to you. If a hold is placed on funds deposited in your Account, you may not access the portion of funds being held until that hold expires.

All payments you make will be deducted from the Account(s) and must be payable in U.S. Dollars to a Payee located in the continental United States. We reserve the right to restrict types of Payees to whom payments may be made using this Service. Payments for these Payees will be your sole responsibility if delayed or improperly processed or credited. We will try to notify you if you attempt to make any of these payments.

Due to the time-sensitive nature of these payment types, we will not be liable if we do not make a “discouraged” payment. The following payment types are “discouraged” through the Service:

- Tax payments to the Internal Revenue Service or any state or other government agency,
- Court ordered payments, such as alimony or child support, or
- Payments to insurance companies.

### **Scheduling Payments**

When making payments through the Service, allow enough time for your Payee to receive your payment and credit your account properly. It is your responsibility to schedule your bill payments in such a manner that your obligations be paid on time. Payment Instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for all late charges.

If we receive a bill payment drawn against your Account and there are insufficient funds available to cover the payment, we may at our sole discretion:

- Cover the payment by transferring available credit or funds from an Account you have linked for Overdraft Protection,
- Pay the bill payment and create an overdraft on your Account,
- Decline the bill payment, or
- Re-attempt the bill payment the following Business Day (until the second attempt is completed, the payment is pending and cannot be canceled).

Any negative balance on your Account will be governed by your Account agreements with us. If your Account closes or is restricted for any reason, we will cancel all Pending Payments associated with the Account. It will be your sole responsibility to make all pending and future payments to Payees.

For check Payments, the Payment Send Date must be at least five (5) full Business Days before the date the Payment is due at the Payee. And up to three (3) full Business Days for electronic Payments. For scheduling purposes, you should count the first Business Day after your scheduled Payment Send Date as Business Day one.

Funds must be available in your Account on the Scheduled Payment Date. If the date you schedule a Payment to be initiated falls on a non-Business Day, funds must be available in your Account the following Business Day (e.g. Monday). After funds are withdrawn from your Account to make a payment, we may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check.

### **Recurring Payments**

You may choose to schedule payments to recur in the same amount at regular predefined intervals. When you create a new Payee in this Service, it takes two (2) Business Days to set up the Payee to receive payments. You should schedule a payment to a new Payee at least ten (10) Business Days before any Payment due date, to allow us enough time to set up the Payee and verify information about your account with the Payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) Business Days between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). If the Payment is an ACH electronic payment, it will take up to four (4) Business Days to reach the Payee. However, if the company or person that you are paying cannot accept an electronic payment, the Service will send a check that may take up to ten (10) Business Days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee.

### **Expedited Payments**

An expedited payment allows you to send a payment to a participating Payee through the Service as either a same day electronic payment or a check sent overnight, depending upon our relationship with the Payee. To initiate an expedited payment, you and the Bank must execute a separate BillPay Expedited Payment Service Agreement.

### **Cancel, Edit or Stop Payment**

You can stop payment on a bill payment sent by paper check by using the Service or by calling toll-free (844)772-4258. Stop payments are not guaranteed. Payees can present paper check payments to their bank before the stop payment has been properly processed. Once a paper check has been cashed by the Payee it cannot be stopped.

Payments must be changed or canceled using this Service prior to 3:00 PM CST on the Business Day the transaction is scheduled to be initiated. We may not have a reasonable opportunity to act on any stop payment or cancellation order given after a Payment is In Process and it is not possible to stop or cancel a payment which is Completed. Although we will make every reasonable effort to accommodate your request, we will have no liability for failing to do so. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a Stop Payment Fee. There is no charge for canceling or editing a Pending Payment.

Stop payment requests may be verbal, written or electronic. For verbal requests, we will also require you to confirm your request in writing within fourteen (14) calendar days after the initial request. The charge for each stop payment order will be assessed according to our Fee Schedule.

After six (6) months, the stop payment will be terminated and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order that is not renewed. If we successfully stop the payment of a paper check, it may take up to seven (7) Business Days for the funds to be credited back to your Account.

### **Unauthorized Transactions**

You should notify us immediately if you believe anyone has improperly obtained your Online Banking User ID and/or password or if you suspect any fraudulent activity in your Account(s). If you're User ID and/or password have been compromised and you notify us within two (2) Business Days of discovering the loss or misappropriation, your loss shall be limited to the lesser of \$50.00, or the amount of actual loss. If you fail to notify us within two (2) Business Days after you learn of unauthorized access to your Account(s), or use of Account number and/or password, your loss shall be limited to the lesser of \$500.00, or (i) \$50.00 or the amount of unauthorized transfers that occurred

within the two (2) business days, whichever is less; plus (ii) the amount of the unauthorized transfers that occurred after the close of the two (2) business days and before notice to us, provided that we establish that these transfers would not have occurred had you notified us within the two (2) day period.

If your monthly statement or your online Account detail reflect any transfers or Payments that you did not make, you should notify us immediately. If you notify us within sixty (60) calendar days, of the transmission of your monthly statement upon which the unauthorized transfer appears, you will not be held liable for unauthorized transfers that occur after the sixty (60) day period. If you do not notify us within sixty (60) calendar days, of the transmission of your monthly statement upon which the unauthorized transfer appears, you may be held liable for the unauthorized transfers that occurred after the sixty (60) day period and before you gave notice to us if we establish that the loss could have been avoided had timely notice been given. We may extend these time periods for extenuating reasons such as out-of-town travel or extended hospital stays.

If you believe your Account has been compromised, or that someone has transferred or may transfer money from your Account without your permission, call toll-free at (844)772-4258 or write to us at, Citizens Alliance Bank, P.O. Box 430; Clara City, MN 56222.

### **Charges or Fees**

As a participant in this Service you will be charged according to our fee schedule ("Fee Schedule"). Please note: your Citizens Alliance Bank loan account(s) may not be paid using this Service, but instead may be paid by using the transfer/loan payment option on the Citizens Alliance Bank Online Banking Service or by automatic transfer from your Citizens Alliance Bank checking account at no charge. Additionally, charges for other transactions and optional Services (e.g., non-sufficient funds or stop payment fees) are specified on our Fee Schedule.

You agree to pay such fees and charges, and authorize the Service to charge your designated Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your savings or loan accounts will continue to apply.

Once you have enrolled the Service, should your Account ever become inactive, your Account will be charged a \$5.00 per month Inactive BillPay User Fee. An inactive BillPay Account is one that has not made any payments in the most recent three (3) month history. Once you make a payment through the Service, your Account status will be active and the fee will not be applied to your Account. If you wish to no longer use the Service, simply call the Bank to cancel your enrollment to avoid additional inactive fees.

You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider in conjunction with the use of the Bank's Online Banking and BillPay Services.

### **Acknowledgements and Agreements**

You agree:

- To pay our fees associated with multiple transaction attempts. Fees may vary depending on the action we take,
- That you will only use this Service to pay bills and invoices and not for any other purpose, and
- If you don't access your eligible Account through the Service for any twenty-four (24)-month period, we may terminate all or any part of the Service.

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by referring to the terms of this Agreement. You agree that this Agreement is the complete and exclusive statement of the Agreement between you and the Service which supersedes any proposal or prior agreement, verbal or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what one of the Service's employees says and the terms of this Agreement, the terms of this Agreement shall control.

## **Amendments**

The terms of this Agreement, applicable fees and service charges may be amended by the Service from time to time. In such event, the Service will send a notice to you at your address on record or by secure electronic message. We will comply with all notice and disclosure requirements mandated by applicable law. Any use of the Service after the applicable effective date of the change will constitute your Agreement to such change(s). Further, the Service, may revise or update the programs, services and/or related material which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the BillPay programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

## **Termination and Changes in Terms**

We may terminate your access to the Service without prior notice if you:

- Use this Service for other unauthorized purposes, or
- Close your checking account.

If we terminate your use of the Service, your online bill payment information will be lost and all pending payments will be canceled and are your sole responsibility. If you decide to terminate your Service, we strongly suggest that you cancel all future bill payments at the same time that you cancel the Service, either by deleting those payments yourself using BillPay or contact a Bank Representative.

In the event you wish to discontinue the Service, you must contact us within ten (10) days prior to the actual discontinuation date. To withdraw your consent:

- Contact us toll-free at (844)772-4258, or
- Contact your local bank Representative.

Once we have been notified that you have terminated the Service, we will automatically delete all outstanding payment orders (all individual and all recurring payments). We will continue to maintain your Account until you notify us otherwise.

We reserve the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. You will be notified of any such changes as required by applicable law, either by mail or by an electronic message.

## **Hardware and Software Requirements**

To receive access to the Service you must have:

- A current version of an Internet browser we support,
- A connection to the Internet,
- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader),
- A computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print and retain records on paper and electronic storage if you wish to retain records in electronic form, and
- You must have access to an active email account.

## **Risk Reduction**

Citizens Alliance Bank through our Online Banking Service reserve the right, at their discretion, to implement security features to reduce risk of loss. These may include requiring pre-authorized drafts, verifying funds through an ATM network, and separating debits from credits so that payments are not sent until after funds are received. We also reserve the right to terminate your use of the Service at any time.

## **Assignment**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers.

### **Waiver**

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

### **Governing Law**

This Agreement is governed by, construed and enforced in accordance with federal law and the laws of the State of Minnesota (except to the extent federal law governs the copyrights and trademarks of D+H and its successors or assigns) which govern and are applicable to your Account.

**I acknowledge electronic receipt of this Agreement and agree that I have read and will abide by this Agreement. I also agree that Citizens Alliance Bank does not need to provide me with an additional paper, non-electronic, copy of this Agreement unless specifically requested. Further, I understand that a copy of this Agreement can be printed by using my browser's print command and a printer.**

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