

## TERMS AND CONDITIONS OF THE FARMERS BANK OF OSBORNE BILLPAY SERVICE

This BillPay Agreement outlines the terms and conditions of use of The Farmers Bank of Osborne BillPay Service. In this BillPay Agreement, “Bank” means The Farmers Bank of Osborne, “You” or “Your” refers to you, the customer using the service and “Payee” means anyone, including the Bank, that you designate as a person or entity to which you wish payment to be directed and which the Bank accepts as a Payee. The “BillPay Service” and “The Farmers Bank of Osborne BillPay” mean the bill payment service offered by The Farmers Bank of Osborne through iPay Technologies, a third party service provider. You understand that the Bank’s service provider may rely upon your agreements and representation in this BillPay Agreement, and such service providers are third party beneficiaries to this BillPay Agreement, with the power to enforce its provisions against you.

You may use The Farmers Bank BillPay Service to direct the 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 Farmers Bank Online Banking Agreement, account agreements, disclosures and other documents in effect from time to time governing your account and your participation in the online banking service. The provisions of The Farmers Bank’s Online Banking Agreement, account agreements, and disclosures, **including without limitation the consumer Electronic Funds Transfer Disclosure**, are hereby incorporated into this agreement by reference. The Bank reserves the right to deny use of or terminate use of the BillPay Service for any reason or no reason, including without limitation any violation of this agreement or the other agreements incorporated by reference.

### **SERVICE FEES**

Any applicable fees are stated on the transaction screen, listed on The Farmers Bank’s Fee Schedule (available at any branch), or are listed below. The Fee Schedule may change from time to time. There may be a charge for additional transactions and optional services, which charges will be stated on your transaction screen. You agree to pay such charges and authorize the Bank to deduct the amount of any fees from your designated account for The Farmers Bank BillPay. Any fees associated with your deposit account 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.

There is no monthly fee associated with the Bank’s BillPay Service as long as you schedule and pay at least one bill every 3 months. If you do not schedule or pay any bills within a 3 month period, the Bank’s BillPay Service will automatically deduct an inactivity fee of \$5.00 per month from your designated account until the BillPay Service is cancelled or a bill is scheduled and paid.

### **HOW TO SET UP PAYEES/PAYMENTS**

If you want to add a new Payee, select the “Payee” tab located within the BillPay Service or speak to a customer service representative. You may add a new fixed payment to a Payee by accessing the BillPay Service and entering the appropriate information. Most other additions, deletions, or changes can be made by using the BillPay Service. By providing the names and account information of Payees, you authorize the Bank and its third party service providers to provide the BillPay Service and to follow the payment instructions received through The Farmers Bank BillPay Service. In order to process payments more efficiently and effectively, the BillPay Service may edit or alter payment data or data formats in accordance with Payee directives, although the Bank is not responsible for editing the information you

enter. When a payment instruction is entered, you authorize the BillPay Service to debit your deposit account and remit funds on your behalf. The Bank, through the BillPay Service, will use its best effort to make your payments properly. However, the Bank and its service providers shall incur no liability if the BillPay 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 BillPay Service, your deposit account does not contain sufficient funds to complete the transaction;
- 2 – If the BillPay Service is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- 3 – If you have not provided the correct payment information or the correct name, address, phone number or account information for the Payee;
- 4 – If circumstances beyond the control of the Bank or the BillPay Service (including without limitation fire, flood, external interference, postal service delays, etc.) prevent the proper execution of the transaction; and/or
- 5 – If the Payee you designate mishandles or delays processing a payment sent through the BillPay Service.

The Bank 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/AEO’s), subject to the section entitled “Prohibited Payments” below. The following types of payments through the BillPay Service may be scheduled, but are **strongly discouraged and are at your own risk**: tax payments; payments for stock purchases; court ordered payments; payments associated with purchases or real property, annuities or lottery contracts, lay-away systems, or transactions to finance or refinance debts funded by a credit card; payments involving credit repair or debt settlement services; payment for the sale of items before the seller has control or possession of the item; payments associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges, or check cashing. **In no event shall the Bank be liable for any claims, damages, losses, or late fees in connection with these types of payments. Further, the Bank has no obligation to research or resolve any claim resulting from this type of payment.**

The Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

### **PAYMENT LIMITS**

The Bank, in its discretion, may set limits on the dollar amount of payments and the number of payments that may be made through the BillPay Service, including without limitation daily, weekly, monthly, and per transfer limits.

### **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 processing date, provided the payment is submitted prior to the daily cut-off time on the date. The daily cut-off time for BillPay, which is controlled by the Bank, is currently 2:00 p.m. CST.

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 processing date, the payment will be processed on the first business day following the designated processing 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 processing date is calculated for the next occurrence of the payment. If the calculated processing 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 processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

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 processing date, then the last calendar day of the month is used as the calculated processing date.

Estimated Arrival Date – The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

Payment Methods – The Bank and the BillPay Service reserve the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to an electronic (or ACH) payment, an electronic to check payment, a paper check, or a laser draft payment.

### **CANCELLING A PAYMENT**

By following the directions within the BillPay Service, bill payments may be changed or cancelled any time prior to the cutoff time on the scheduled processing date. There is no charge for cancelling or editing a scheduled payment prior to the scheduled processing date. Once the BillPay Service has begun processing a payment, it cannot be cancelled or edited. If processing has already begun and you wish to cancel the payment, you will need to submit a stop payment request. You will be responsible for the applicable stop payment fees.

### **STOP PAYMENT REQUESTS**

Stop payment requests for paper checks may be initiated in person at any branch or by calling **the Bank at (785)346-2147 or toll free at (866)322-9681**. This service is not available within the BillPay Service.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only. It is your responsibility to contact your Payees directly if you do not receive your statements. If you elect to activate one of the BillPay Service's electronic bill options, you also agree to the following:

Any updates or changes to your billing information or personal information must be addressed with the Payee directly. The BillPay Service is unable to process those changes. It is your responsibility to maintain the security of any and all user ids and passwords for the electronic Payee sites. You agree not to use someone else's information to gain unauthorized access to another person's bill. The Bank or the BillPay Service, at the request of the Payee, may provide your Payee with your e-mail address, service address, or other data requested by the Payee at the time of activation of the electronic bill function for that Payee.

Activation – Upon activation of the electronic bill feature, the BillPay Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary depending on the Payee, and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Authorization to Obtain Bill Data - Your activation of the electronic bill feature for a Payee shall be deemed by the Bank and the BillPay Service to be your authorization for the Bank and/or the BillPay Service to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide the BillPay Service with your online access user id and password for the Payee. By providing such information, you authorize the Bank and/or the BillPay Service to use the information to obtain your bill data.

Notification – The BillPay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the BillPay Service, the BillPay Service may send an e-mail notification to the e-mail address listed for your 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 BillPay Service and check on the delivery of new electronic bills. The time for notification may vary depending on the Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of Electronic Bill Notification – The Payee and the Bank reserve the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary depending on the Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. It is your sole responsibility to make arrangements for an alternative form of bill delivery. The BillPay Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

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

Accuracy of and Dispute Involving Electronic Bill – The Bank and the BillPay Service are not responsible for the accuracy of your electronic bill(s). The BillPay Service is only responsible for presenting the information received from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

### **AVAILABLE FUNDS**

The Bank is not responsible for executing your BillPay instructions if your deposit account does not contain sufficient funds to complete your transaction. If the Bank executes your payment instruction even though your deposit account does not contain sufficient funds to complete the transaction you are responsible for the amount of the payment and any applicable overdraft fees as defined in your deposit agreement and the Bank's Fee Schedule.

### **NO SIGNATURE REQUIRED**

When using this BillPay Service to conduct transactions or to pay bills, you agree that we may debit your account to complete the banking transaction, pay bills, or honor debits you have not signed. When any payment generates items to be charged to your account, you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without prior notice to you.

### **DOCUMENTATION**

The Bank will not provide any receipt or documentation of any transfers other than the regular monthly statement associated with your bank account. Any transfer or bill payment will be accompanied with a corresponding confirmation or transfer number. You should print this confirmation number and use it to verify the payment on your monthly statement.

### **RETURNED PAYMENTS**

In using the BillPay Service, you understand that Payees and/or the United States Postal Service may return payments to the BillPay Service for various reasons including without limitation: Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Bank and the BillPay Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your account. You may receive notification from the BillPay Service. The Bank is not liable for any returned payments or any damages or loss, including without limitation, late fees, related to any returned payments.

### **FAILED OR RETURNED TRANSACTIONS**

In using the BillPay Service, you are requesting the BillPay Service to make payments for you from your deposit account. If the Bank is unable to complete the transaction for any reason associated with your deposit account (for example, there are insufficient funds in your account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the BillPay Service. In such case, you agree that:

- 1 – You will reimburse the Bank immediately upon demand the transaction amount that has been returned;
- 2 – For any amount not reimbursed to the Bank within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- 3 – You will reimburse the Bank for any fees it or the Bank’s service provider incurs in attempting to collect the amount of the return from you; and
- 4 – The Bank and/or the BillPay Service provider are authorized to report the facts concerning the return to any credit reporting agency.

### **PROHIBITED PAYMENTS**

You agree not to use the BillPay Service or the content or information delivered through BillPay Service in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for the Bank or its affiliates or service providers, or cause the Bank to lose (in whole or in part) the services of any of the Bank’s service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the BillPay Service; (i) interfere with or disrupt the use of the BillPay Service by any other user; (j) impose an unreasonable or disproportionately large load on the Bank’s infrastructure; (k) 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; (l) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the BillPay Service or the portion of the site through which the BillPay Service is offered without the Bank’s prior written permission; (m) constitute use of any device, software or routine to bypass technology protecting the Bank’s website or the BillPay Service, or interfere or attempt to interfere, with the Bank’s website or the BillPay Service; (n) may cause the Bank or its service providers to lose any of the services from the Bank’s internet service providers, payment processors, or other vendors; and/or (o) use the BillPay Service in such a manner as to gain unauthorized entry or access to the computer systems of others. **The Bank has the right but not the obligation to monitor for, block, cancel and/or reverse payments involving any of the above.**

Payments prohibited through the BillPay Service are: (a) payments involving any of the uses described above; (b) payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); (c) payments that violate any law, statute, ordinance or regulation, including without limitation any payments for unlawful internet gambling; and/or (d) payments that violate the Acceptable Use terms provided below.

**In no event shall the Bank or its service providers be liable for any claims or damages resulting from your scheduling of prohibited payments.** The Bank has no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted or misdirected prohibited payments will be your sole responsibility.

## **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 BillPay Service, regardless of the purpose of the use, and for all communications you send through the BillPay Service. The Bank and its service providers have the right but not the obligation to monitor and remove communications content that the Bank or its service providers find in the sole discretion of the Bank or its service providers to be objectionable in any way.

## **HARDWARE AND SOFTWARE**

You are responsible for obtaining, installing, maintaining and operating all computer hardware, software, and internet access necessary for use of the BillPay Services, including without limitation virus protection software and spyware/malware. The Bank and its service providers are not responsible for any errors or failures from the malfunction or failure of your hardware, software, or internet access services.

## **LIABILITY AND INDEMNIFICATION**

The BillPay Service and related documentation are provided "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In accordance with the Bank's Online Banking Agreement, you are solely responsible for controlling the safekeeping of and access to your user ID, passwords and/or your Personal Identification Number (PIN). Please notify the Bank immediately if you believe your security has been breached or compromised.

If you want to terminate another person's authority to use the BillPay Service, you must notify the Bank and arrange to change your PIN. Contact information for the Bank is outlined on the Bank's website.

You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

The Bank 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 Bank is not liable for any failure to make a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Payee for a bill payment.

The Bank 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 Bank's agent. Although the BillPay Service is intended to be available 24 hours a day, 7 days a week, excluding maintenance periods circumstances beyond the Bank's control, the Bank and its service providers cannot and do not guarantee accessibility to the BillPay Service or any of its components.

**Indemnification** – You agree to defend, indemnify and hold harmless the Bank, its affiliates, and its service providers and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of the BillPay agreement and/or your use of the Bank's website or the BillPay Service.

## **PROPRIETARY RIGHTS**

You are permitted to use content delivered to you through the BillPay Service only for use of the online Billpay Services. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer, decompile, disassemble, reverse compile, otherwise attempt to derive computer source code, or modify any BillPay technology, including, but not limited to, any software or other applications associated with the BillPay Service or any of its components. You may not rent, transfer, or grant any rights in the BillPay Service or any of its components. The Bank and its third party service provider retain all ownership and proprietary rights in the BillPay Service. In the event that you attempt to use, copy, license, sublicense, sell, or otherwise convey or disclose the application or the BillPay technology, the Bank and its service providers shall have, in addition to any other available remedies, the right to injunctive relief enjoining such actions.

## **AMENDMENT**

The Bank 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 Bank's records, by e-mail, by posting notice online on the Bank's website, by posting notice in branches of the Bank, or as otherwise permitted by law.

## **TERMINATION**

The Bank has the right to suspend or terminate this agreement, or any of the components of The Farmers Bank BillPay Service, at any time. You may cancel your BillPay Service at any time by providing the Bank with written notice by postal mail (addressed to The Farmers Bank Customer Service, P.O. Box 189, Osborne, KS 67473) or **by calling the Bank at (785)346-2147 or toll free at (866)322-9681**. Your access to the BillPay Service will be suspended within three (3) business days of the Bank's receipt of your instructions to cancel the service.

You will remain responsible for all outstanding fees, charges and pending transactions incurred prior to the date of cancellation. The Bank is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Bank on your behalf.

## **MISCELLANEOUS**

This agreement is governed by the laws of the State of Kansas and applicable federal laws and regulations. If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this agreement are for convenience of reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of the agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this agreement. The Bank may assign this agreement to any present or future affiliated company, and the Bank may assign or delegate any of its rights and responsibilities under this agreement to independent contractors or third parties. This agreement is binding upon you, your heirs and Bank's successors and assignees. Certain of the obligations of the parties pursuant to this agreement that by their nature would continue beyond termination, cancellation or expiration of this agreement shall survive termination, cancellation or expiration of this agreement.