



BILL PAYMENT AGREEMENT

This Agreement provides information about the bill payment services to be provided by Bank of Franklin County. For the purpose of this Agreement, the words "You", "Your", and "Yours" means each person or business entity in whose name the account with Bank of Franklin County is maintained or who exercise an ownership interest therein. The words "We", "Us", "Our", and "Bank" refer to Bank of Franklin County.

By using the bill payment service as defined below, you and any other person you authorize, agree to be bound by the terms and conditions contained in this Agreement except as specifically provided herein. Bill payment transactions are additionally governed by any other separate agreement(s) you may have with Bank of Franklin County including, but not limited to, the account signature card and agreement, the Online Banking Agreement, Mobile Banking General Terms & Conditions and the Bank of Franklin County Your DEPOSIT ACCOUNT disclosure.

Bill Payment Service

Bank of Franklin County's bill payment service, referred to as "Bill Payment Services" or the "Service", is a consumer electronic banking service provided by the Bank. Businesses can access this service with some restrictions and may experience system limitations due to the consumer nature of the application. You may access Bill Payment Services using a personal computer with access to the Bank's web site on the Internet or with a mobile device and the mobile banking app, further referred to as "Digital Banking". You may use Bill Payment Services to direct the Bank to make payments from your designated checking accounts to the payees you choose in accordance with this agreement.

Designation of Primary Account

The checking account you register with will be noted as your primary Bill Payment Services account. Payments may also be made from other designated checking accounts. By this agreement you authorize us to release bill payment information to all owners of the designated accounts. Some restrictions may apply to specific types of accounts. Please review your account agreement and the Bank of Franklin County Your DEPOSIT ACCOUNT disclosure for additional information.

Equipment and Technical Requirements

You are responsible for maintaining all Internet connections, browsers, hardware and software that are necessary to access Bill Payment Services. We will not be responsible for any errors, deletions or failures that occur as a result of any malfunction of your computer or mobile device or software, nor will we be responsible for any computer virus that affects your computer or mobile device or the software while using Bill Payment Services. Any costs or fees associated with obtaining Internet access and acquiring an Internet browser are solely your responsibility. The current versions of Mozilla Firefox, Google Chrome, Apple Safari and Microsoft Internet Explorer are supported. Your browser must be SSL compliant and support 128-bit encryption. JavaScript must be enabled for Online Banking to function properly. Certain functionality will be unavailable without JavaScript enabled. A minimum screen resolution of 1024 by 768 pixels is suggested to view the site correctly. Smaller resolutions may prevent view of all of the features or navigation. Pop-up windows must be allowed in the browser for full Online Banking functionality, including session time out notifications.

Business Day

For determining the availability of deposits, every day is a business day, except Saturday, Sunday and federal holidays. All references to time in this document are Central Time unless otherwise noted.

Services Available Through Bill Payments Services

When your enrollment is approved for the Bill Pay service, you will be able to:

1. Direct payments to be made from multiple designated accounts;
2. Obtain information on pending payments;
3. View your payment history;
4. Set-up email or text notifications and reminders;
5. Schedule multiple payments in one session.

Other options may be added as enhancements in the future.



General Information About Bill Payment Services

You may use Bill Payment Services virtually any time, day or night, seven days a week. To utilize Bill Payment Services, you will need an active Digital Banking Username and Password and otherwise satisfy the systems' security procedures. However, Bill Payment Services may be temporarily unavailable due to record updating by the Bank or technical difficulties. In addition, access to Bill Payment Services is made available pursuant to a license agreement by and between the Bank and Computer Services Inc. (CSI). Any interruption of service or access caused by CSI or iPay Technologies will also prevent your use of Bill Payment Services.

Accessing The Service

When you complete your enrollment form, the Bank will verify the information on the enrollment form and make every effort to accommodate your request. The Bank reserves the right to deny access to the Service.

After your enrollment has been approved, you will be able to access the Service by entering the Bank's Digital Banking site and clicking on the Transfers, Move Money or Bill Pay under Account Services.

Establishing Payees

Payees must be set up before payments can be made. To set up a new payee online go to Transfers or Move Money, select My Payees and then the + to add a payee. Or you can call the service number provided and speak to a service representative. You may add a new fixed payment to a payee, only if the payee is on your authorized list of payees and by accessing Bill Payment Services and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using Bill Payment Services. The Bank reserves the right to refuse the designation of a payee for any reason. You may pay any payee you wish in the United States. The Bank is not responsible if a payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if you attempt to pay a payee that is not on your Authorized payee list.

Bill Paying Procedures

You may schedule payments to be made from your designated accounts at Bank of Franklin County to be processed on the current business day, on a future date or to recur on a regular basis, subject to the restrictions in this Agreement. Although you can enter payment information through Bill Payment Services at any time, transactions can be processed only on business days. Funds will be deducted from your Account on the business day on which a transaction is to be "processed". This date is referred to in this Agreement as the "Process Date".

1. A "Single Payment" will be processed on the business day 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 is currently 3:00 p.m. Central Time. A Single Payment submitted after the cut-off time on the designated Process Date will be processed on the following business day. If you designate a non-business date as the payment's Process Date, the payment will be processed on the first business day following the designated Process Date.
2. A "Recurring Payment" will recur on a specified regular basis or frequency (i.e. weekly, bi-weekly, monthly, etc.). A Recurring Payment is processed on the "First Process Date" or "Recurring Start Date" specified by you and then 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 your frequency settings for the Recurring Payment specify the 29th, 30th, or 31st 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. If the calculated Process Date is a non-business date, it is adjusted based upon the following rules:
 - If the Recurring Payment's option to pay "After Holiday" is not 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 option to pay "After Holiday" is selected, the Process Date for the new occurrence of the payment is adjusted to the first business date after the calculated Process Date.

For Single and Recurring Payments, YOU MUST ALLOW AT LEAST SEVEN (7) BUSINESS DAYS PRIOR TO THE DUE DATE for each bill payment to reach the payee. Any bill payment can be changed or canceled up until 3:00 p.m. Central Time the Business Day prior to the Process Date.



The Bank reserves the right to change the cut-off time. You will receive notification if it changes.

Authorization To Charge Accounts

You authorize the Bank to charge your designated accounts for any transactions accomplished through the use of Bill Payment Services, including the amount of any payments that you request, and any charges for the service. You agree to have available and collected funds on deposit in your designated accounts in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you may have to the Bank. The Bank 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 designated accounts and the Bank 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 Bank, at its option, may charge any of your accounts with the Bank to cover such payment obligations. You authorize us to initiate any reversing entry or reversing file, and to debit or credit your accounts maintained at the Bank, or elsewhere, in order to correct any mistaken entry. Your obligation to pay the amount of the payment to the Bank is not excused in such circumstances.

Fees and Charges

- a) Monthly Service Fee
 - Bill Pay service is free for customers with Think Green, Premier, and Total accounts.
 - Bill Pay service for personal use is \$2.00 for customers that do not have a Think Green, Premier or Total account.
 - Bill Pay service for business use is \$2.00.
- b) Transaction Fees
 - If the checking account from which the payment is made is charged per-item fees or fees for excess debit transactions, a fee will be charged for each Bill Payment Services payment in accordance with the account agreement. The transaction fee may not apply to other accounts. The amount of this fee, and specific types of accounts that are excluded from this fee, are set forth in the Bank of Franklin County Your DEPOSIT ACCOUNT disclosure.
- c) Additional Charges for Customer Requested Services and Other Items
 - These charges will only be assessed if you request one or more of the services listed here. There will be no charge for any item if needed to correct a Bank error.
 - i) Written Correspondence to payee: \$10.00
 - ii) Per proof of payment not necessitated by a dispute: \$10.00
 - iii) Payments returned due to customer error: \$5.00

Overdraft and Return Item Charges along with other charges that may apply are set forth in the Bank of Franklin County Your DEPOSIT ACCOUNT disclosure. The Bank reserves the right to charge you for research time involving payments no longer available on your screen history. You will be informed of any such charges before they are incurred.

Security Procedures

Security procedures are detailed in the Online Banking and Mobile Banking agreements. The security procedures are not implemented for the purpose of detecting errors in your instructions. You represent that you have considered the security procedures of the Digital Banking/Bill Payment Services and find that the security procedures are commercially reasonable for verifying that a payment or other communication purporting to have been issued by you is, in fact, yours. In reaching this determination, you have considered the size, type, and frequency of payments or other communications that you anticipate issuing within the Bank. You agree to be bound by any instruction issued by you, and received and verified by us in accordance with these security procedures. In addition, you agree to indemnify and hold us harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and in compliance with such security procedures.

If these Digital Banking & Bill Payment Services security procedures are not, in your judgment, commercially reasonable, you must inform us within 30 days of registering for the service. If the size, type, or frequency of your payments change, and the result is that the Bill Payment Services security procedures cease to be commercially reasonable, you must also inform us within 30 days of such change. In either such case, we will terminate your access to Bill Payment Services.



Liability

You agree to notify us at (877) 584-6600 IMMEDIATELY if you suspect unauthorized access to Bill Payment Services. You should also refer to the "Liability for Unauthorized Use" section of the Online Banking Agreement.

You acknowledge that we are entitled to rely on the use of your username and password as your authorization for any transaction through Bill Payment Services. You are responsible for all transactions you initiate or authorize using Bill Payment Services. IF YOU PERMIT ANY OTHER PERSON TO USE YOUR DIGITAL BANKING/BILL PAYMENT SERVICES USERNAME AND PASSWORD, YOU WILL HAVE AUTHORIZED THAT PERSON TO ACCESS YOUR ACCOUNTS, AND YOU ARE RESPONSIBLE FOR ANY TRANSACTION THAT PERSON INITIATES OR AUTHORIZES FROM YOUR ACCOUNTS EVEN IF THAT PERSON EXCEEDS HIS OR HER AUTHORITY. You will be responsible for any payment request you make that contains an error or is a duplicate of another payment.

Bill Payment Services transactions are considered Electronic Fund Transfers (EFT). Please refer to the Electronic Fund Transfers Disclosure Statement received when you opened your account for important information concerning your rights and obligations.

Liability for Failure to Make Payments

If we do not make a payment on a timely basis, as set forth in this Agreement, or in the correct amount according to your instructions, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make a payment;
2. If you did not properly follow the instructions for making a payment;
3. If you fail to promptly notify the Bank after you learn that you have not received credit from a payee for a Bill Payment.
4. If the equipment, ATM network, system of record (Mainframe System), phone lines, or computer systems were not working properly or were temporarily unavailable, and you knew about the breakdown when you started the payment;
5. If circumstances beyond our control, such as fire or flood, prevented the payment, despite reasonable precautions we have taken;
6. If a court order or legal process prevents us from making a payment;
7. If there are unusual or extraordinary circumstances that indicate improper or unlawful use of your account; or
8. If you have reason to believe that there has been unauthorized use of your credentials, and you fail to notify us as set forth above.

There may be other exceptions stated in other agreements with you. If any of the circumstances listed in (4) or (5) above occur, the Bank shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or may have been processed incorrectly.

The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, and transmission or communications facility, and no such party shall be deemed to be the Bank's agent.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICES DESCRIBED IN THIS AGREEMENT, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS BILL PAYMENT SERVICES, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

Documentation and Verification of Payments

1. Confirmation Number

Upon completion of a Bill Payment Services transaction, a confirmation number will be provided. You should record this number, Transaction Date and transaction amount, in your checkbook register or other permanent record.

The confirmation number is used for tracking purposes only and does not guarantee the transaction occurred. This will help in resolving any problems that may occur. No printed receipts are automatically issued for transactions conducted through Bill Payment Services. However, you may choose to print screens reflecting the transactions, and transactions will appear on your periodic statement.



2. Periodic Statements

Information concerning Bill Payment Services transactions will be shown on your normal statement for the designated accounts from which payments are made. You will receive a monthly statement.

Other Conditions

You are responsible for complying with all terms of this Agreement or the service and the regulations governing the deposit accounts that you access through Bill Payment Services. We can terminate your Bill Payment Services privileges without notice to you if you do not pay any fee required in this Agreement when due, or if you do not comply with this Agreement. The regulations governing your deposit account are set forth in your Bank of Franklin County Your DEPOSIT ACCOUNT disclosure, Online Banking Agreement, Mobile Banking General Terms & Conditions, account signature card and agreement, copies of which are available from any banking center location. You may terminate this Agreement and your use of Bill Payment Services by notifying us at (877) 584-6600. The Bank may require notification to be given in writing. The Bank is not responsible for any 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.

We may terminate this Agreement and your use of Bill Payment Services without notice if you do not log on for a period of more than 365 days. We reserve the right to temporarily or permanently discontinue Bill Payment Services at any time by providing to you a notice stating the date termination will occur and that no payments will be honored if received the day of termination and thereafter. We will inform you of such termination in accordance with applicable law or regulation.

Change in Terms

The Bank may change any term or condition of this Agreement, and will mail or deliver a written notice to you at least 30 days before the effective date of any change in a term or condition if the change would result in increased fees or charges, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amounts of payments, unless prior notice is excused by law. Electronic notification may be used to communicate these changes to you. If you maintain your Bill Payment Services after the effective date of a change, you indicate your agreement with the change.

Contact Information:

Bank of Franklin County
Bill Pay Service Dept.
(844) 835-1734
Monday thru Friday, 7:00 a.m. – 1:00 a.m. excluding federal holidays