



## BILL PAYING AGREEMENT & DISCLOSURE

This is your bill paying agreement with Security First Bank. You may use Security First Bank's bill paying service, First Pay Plus, to direct Security First 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 Security First Bank, you designate and the Financial Institution accepts as a payee.

"We", "our", and "us" when used in this agreement/disclosure means Security First Bank.

"Business Day" generally means Monday through Friday, except Holidays.

### HOW TO SET UP PAYEES/PAYMENTS

Complete a bill paying enrollment form. **IF YOU WANT TO ADD A NEW PAYEE, SUBMIT YOUR REQUEST IN WRITING, USE "SET UP ACCOUNTS/PAYEE" ON THE INTERNET OR 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 the Service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the Service. We reserve the right to refuse the designation of a Payee for any reason. Each Payee accepted by us will be assigned a payee code. You may pay almost any payee you wish. There are several restrictions: 1) The merchant must be located in the United States; 2) Payments may not be remitted to tax authorities or government and collection agencies; 3) Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities and 4) Court directed payments are unauthorized (Alimony, child support, or other legal debts). Don't forget you can use this system to send payments to your son/daughter in college, pay your local orthodontist, credit cards, charitable donations, etc. A merchant is defined as anybody (company or individual) to whom you want to send money.

We are not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

It may take up to four (4) business days for new payees to be approved. Existing payees will be approved immediately.

## THE BILL PAYING PROCESS

### Single Payments

A single payment will be processed on the business day (generally Monday through Friday, except holidays) that you designate the bill is to be processed, provided the payment is received prior to the cutoff time set by us, which is currently 2:00 p.m. MDT (3:00 p.m. CDT). A single payment submitted after the cut-off time, or at any time on a non-business day will be processed the next business day. We reserve the right to change the cut-off time by giving you notice if it changes.

### 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 holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Backward" 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 Forward" option is selected (or if the "Pay Backward" option is not available), 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 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.

**YOU MUST ALLOW AT LEAST TEN (10) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE PAYEE. IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENT. IT IS OUR RECOMMENDATION THAT ADDITIONAL DAYS BE ALLOWED FOR PAYMENTS TRAVELING MORE THAN 4 STATES AWAY.**

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 us. We reserve 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 we have not exercised our right to reverse or reject a bill Payment, you agree to pay for such payment

obligations on demand. You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations.

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.

Bill Payments cannot be stopped or cancelled after the cut-off time on the business day the Bill Payment is going to be initiated.

## 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 us 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. We are not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment.

We are not liable for any failure to make a Bill Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Bill Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facilities, and no such party shall be deemed to be our agent. In any event, we 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 we have knowledge of the possibility of them. We are 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 our reasonable control.

## Amendment and Termination

We have the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on our records, by posting notice in branches of Security First Bank, or as otherwise permitted by law.

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

First pay services will be cancelled if not used for a 90-day period. First Pay services can be cancelled due to non-sufficient funds.

## Fees

There is no fee for First Pay Plus for an unlimited number of transactions.

#### 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 Security First bank error.

Written Correspondence to Payee: \$10.00

Per proof of Payment not necessitated by a dispute: \$10.00

Payments returned due to customer error: \$5.00

Non-sufficient funds – NSF ITEM PAID or RETURNED: There will be a fee charged for non-sufficient funds (NSF). Please refer to the standard fee schedule for the fee amount.

We reserve 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.

You agree that we may send payments by composite check drawn on us, by check drawn on your account but without your signature (or with a signature substitute that we apply), by automated clearinghouse transaction, or by such other means as we deem appropriate. Bill payments may be processed by Electronic Fund Transfers (EFT).

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