

First National Bank

Bill Pay Agreement

Introduction:

This is your bill paying agreement with **First National Bank - Hamilton**.

You may use First National Bank's bill paying service, Bill Pay, to direct First National 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.

Service Fees:

You are responsible for paying any fees associated with Internet Banking and Bill Pay as outlined in the First National Bank Terms and Conditions as well as any additional fees that may be assessed by your Internet Service Provider and for any telephone charges/data usage fees incurred by assessing Internet Banking Services. The monthly Bill Pay fee will be waived if the customer pays at least three (3) bills per month with the service and has any two (2) of the following additional bank products: FNB Home Equity LOC, Certificate of Deposit, A Direct Deposit into the Bill Pay account, active Loan, Safe Deposit Box, Money Market Account, Savings or IRA account. The monthly Bill Pay fee for customers not qualifying for the waived fee will be charged \$5.95 per month. Internet Banking is free to all approved customers.

Instructions for Setting up Payees & Payments:

Payees: If you want to add a new "Payee," first select the "Payee" tab located in the bill pay or speak to a service representative.

- The Financial Institution reserves the right to refuse the designation of a "Payee" for any reason.

Payments: You may add a new 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.

- You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO'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- The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.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 processing 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 3:00PM.

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.

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

Single and Recurring Payments

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".

Cancelling a Payment

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

Available Funds

Bill payments are verified for funds availability and may be denied if funds are not available. In the event that funds are not available, you will be notified and must take action to resolve it. It is ultimately your responsibility as the subscriber.

Liability

- You are solely responsible for controlling the safekeeping of and access to your Password..
- If you want to terminate another person's authority to use the Bill Pay service, you must notify the Financial Institution 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.
- 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.

Amendment

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.

Termination

- *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.*