

Name: \_\_\_\_\_

Acct Number: \_\_\_\_\_

## **CAMPBELL & FETTER BANK BILL PAYMENT AGREEMENT**

### *Business Accounts*

#### **User Terms and Conditions**

This Nettle Bill Payment Agreement ("Agreement") for accessing your Campbell & Fetter Bank account(s) via the Internet explains the terms and conditions governing the Nettle Bill Payment Services offered through Campbell & Fetter Bank (collectively, the "Bill Pay Services"). By using Bill Payment Services, you agree to abide by the terms and conditions of this Agreement. This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the laws of the State of Indiana. For the purpose of this agreement, "us," "we," "our" or "the Bank" shall refer to Campbell & Fetter Bank. "You," "your" or "Customer" shall refer to each and all signers on an account who signs up for the services provided herein ("Services"). All references to time of day in this Agreement and Disclosure refer to local time of Bank.

#### **Internet Security Risks**

Information transmitted over the Internet may be subject to the risk of unauthorized access, alteration or modification. You agree to exercise discretion and secure your password when accessing the Service.

#### **Business Days**

For purpose of this Agreement, our business days are Monday through Friday, excluding holidays ("Business Days").

#### **Deposit Accounts**

- Customer agrees to designate one of its accounts (must be a demand or NOW account) with Bank as its "Primary Account" for Bill Payment. Customer authorizes Bank to debit the Primary Account (or any other account maintained by Customer at Bank) for any fees or other amounts due Bank in connection with the Services. (See Bank Truth in Savings Disclosure)
- If the Primary Account is closed for any reason, Customer's Services will be stopped along with any unprocessed Services transfers. To reinstate its Services, Customer must designate a new Primary Account.
- Customer agrees to maintain sufficient available funds (as determined under Bank's funds availability policy) in each account accessible via the Services to cover all transfers or other entries initiated by Customer and affecting the account, or such higher amounts as Bank may specify from time to time. Customer agrees that Customer's funds may be held by Bank for a period of time following termination of the Services to protect Bank against any possible losses relating to the use by Customer of the Services.

#### **Bill Payment Service**

The following terms and conditions apply to your Bill Payment Services ("Bill Payments"). Your use of this service constitutes your agreement to these terms and conditions and any modification thereof.

- Current Bill Payment requests must be received by 1:00 p.m. Monday through Friday in order to be processed on the same business day.
- Bill Payments must be set up at least seven (7) full business days prior to the actual due date.
- Single payments may be set up to 365 days in the future.
- Future or recurring payments may be changed or deleted before 1:00 p.m. on the Business Day prior to the next date your payment is scheduled to occur.

#### **Account Designation**

- All Bill Payments you make through the Services will be deducted from your primary checking account.

#### **Payee**

- Any payments through the Services must be payable in U.S. Dollars. Each payee must appear on the payee list you create with us and the account you are paying with must be in your name. **You may not use the Services to make alimony, child support, or other court ordered payments. In addition, you may not use the Services to make local, state or federal tax payments or to pay any person subject to Office of Foreign Asset Control**

restrictions, or to other payees or categories of payees that we establish from time to time. You may not use the Services to communicate obscene or defamatory information.

### **Processing**

- Funds will be taken out of your primary checking account the same day as the Scheduled Initiation Date.
- In many cases, your Bill Payments are electronically sent through an automated clearinghouse ("ACH") to the payee within two (2) full business days of the Scheduled Initiation Date. However, some payees are not set up to accept Electronic Payments. In these cases, a check will be sent, and Customer should allow seven (7) to ten (10) full Business Days from day of the Scheduled Initiation Date. NOTE: Transactions entered on Fridays, weekends or holidays are processed on the next Business Day.

### **Your Timing Allowance**

- The Schedule Initiation Date must allow sufficient time for us to receive and process the Bill Payment so that the funds can be delivered to the payee before the payment due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee).
- It is your responsibility to request that payments be made in such a manner that they will be paid on time. You are responsible for any late charges or other penalties that may be imposed as a result of your failure to transmit payment instructions at least seven (7) to ten (10) full Business Days (for check payments) and at least five (5) full Business Days (for electronic payments) prior to the payment due date.

### **Notification of Insufficient Funds; Insufficient Fund Fees**

- A written notice will be sent to you of transactions that we are not able to process because of insufficient funds in your primary account. Customer agrees that Bank or its processing agent may continue to attempt to recover funds in the event a Bill Payment was initiated against insufficient funds. Recovery activity may include, but not be limited to, debiting the primary account or otherwise initiating collection activity. Bank reserves the right to freeze or terminate customer's Bill Payment Services in the event customer had one or more instances of insufficient funds available to pay bill payment.
- If the Bill Payment is not processed, you are responsible for either making alternate arrangements for the Bill Payment, or rescheduling the Bill Payment through the Services.
- If the Bank or its agent is unable to reverse a Bill Payment due to insufficient funds in your primary account, Bank will not automatically resubmit payment on your behalf once the funds subsequently become available.

### **Provisionality of ACH Payment**

A Receiving Depository Financial Institution ("RDFI") is the institution that receives ACH entries from the ACH Operator and posts them to the accounts of its depositors ("Receivers"). Customer agrees to be bound by the provision of the National Automated Clearing House Rules making payment of a credit Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such credit Entry. Customer understands that if final settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Customer will not be deemed to have paid the Receiver the amount of the credit Entry.

Customer agrees that any payment by Bank to Customer for any returned credit Entry or credit Reversal is provisional until receipt by Bank of final settlement for such Entry. If final settlement is not received, Bank is entitled to a refund from Customer of the amount credited and Bank may charge Customer's account for the amount credited. Bank may refuse to permit the use of any amount credited for a credit Reversal if it believes that there may not be sufficient funds in Customer's account to cover chargeback or return of such Reversal.

### **Hours of Accessibility**

- You may use your computer to access the Bill Payment Services 24 hours a day, seven days a week, when the system is available.
- The system may be unavailable due to scheduled and/or unscheduled maintenance and system outages. We reserve the hours from 4:00 a.m. to 7:00 a.m. on Sundays to perform scheduled maintenance if necessary.
- Account information is updated at each "Update Time." Update Time is defined as 7:00 p.m., Monday through Friday, excluding holidays.

Bank will not be responsible for any losses or inconvenience caused by these temporary unavailability periods.

## **Limitations on Services**

### **Dollar Limitations - Bill Payment**

- There is a dollar limit of \$9,999.00 on Bill Payments (or the available balance in Customer's account, plus Customer's available Check Credit, whichever is less) on any single Bill Payment transaction. If the total payment amount exceeds this limitation, multiple payments may be required.
- The maximum daily dollar limit is \$99,999.99.
- You acknowledge and agree that if a transfer request describes the beneficiary or beneficiary's bank inconsistently by name and account number (or identifying number of the RDFI), execution of the transfer request will occur on the basis of the account number (or the identifying number of the RDFI), even if it identifies a person different from the named beneficiary or bank, and that your obligation to pay the amount of the transfer request to us is not excused in such circumstances.

### **Available Funds Required**

- All transfers initiated through the Services are subject to there being sufficient available funds (as determined under Bank's funds availability policy) in the pertinent account to cover the transfer on the day and at the time the transfer is to be made.
- **Bank not obligated to honor transfer.** Bank may, in its sole discretion, refuse to accept or otherwise execute any request for Services, whether for cause or without cause, and shall have no liability for such refusal. Should any request not be performed by Bank in accordance with instructions received by Customer, Bank shall notify Customer on or before the next business day of Bank, or otherwise by more expeditious means (including telephonic notice).

### **Documentation**

- Periodic statements. You will receive a monthly periodic statement (unless there are no transfers in a particular month). In any case you will get the statement at least quarterly. Your statements will include bill payments you authorized using the Nettleer On-line Banking Service and will include any On-line Banking services, charges and fees.
- Your statement includes all Bill Pay items whether electronically remitted or paid by check. The name of the creditor will also be indicated. Payments will show as a "Internet Banking Debit" on your statement.

### **Canceling Bill Payments**

- You may use On-line Banking Bill Payment to cancel any payment request that has already been scheduled provided the cancel request is transmitted before the payment is processed.
- You should transmit your cancel request at least one (1) Business Day before the Scheduled Initiation Date. If the cancel request is not received at least one (1) Business Day before the Scheduled Initiation Date, you may use the "Stop Payment Method for Canceling Bill Payments," outlined below.

### **Stop Payment Method for Canceling Bill Payments**

If it is too late to cancel a payment through On-line Bill Payment, you may be able to request a stop payment by calling 1-800-450-0310. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you call or write to cancel a transfer or payment, you will be charged a stop payment fee of \$15.00. We will attempt to cancel the payment as long as we receive your cancel request prior to the Scheduled Initiation Date. Bank may, in its discretion, use reasonable efforts to process a stop payment request received on or after the Scheduled Initiation Date. Bank will not be held liable for its failure to stop any Bill Payment if your request is received on or after the Scheduled Initiation Date.

**Customer acknowledges and agrees that a stop payment order on payments (including checks) which are not initiated through the Service (e.g., personal checks written by the account holder) CANNOT be accepted through the Service and must be made in person or by phone.**

When placing a stop payment order on a Bill Payment through the Service, Customer must be able to provide the following information:

- User Bill Payment account identification
- Initiated date of the bill (this is the date the payment was set up to be initiated)
- Payee's name
- Payee's identification or account number
- Dollar amount of the payment
- Reason for return

No stop payment order will be effective against a transaction that has paid prior to the time that the Bank has both received the request and had a reasonable period of time to respond to the order. Any loss suffered by Customer due to Customer's failure to accurately identify the payment in the stop payment request will be the responsibility of Customer and not of Bank. We are not responsible for any risk or liability resulting from canceling a payment pursuant to your request. If you order us to stop one of these Bill Payments prior to the Scheduled Initiation Date, and we do not stop the payment, we will be liable for your losses or damages.

### **On-line Banking Fees and Charges**

Currently there is no charge for using Netteller On-line Banking Services. Service Charges and Fees are subject to change. Notice of changes will be provided as required by law. All service charges are defined in the Your Deposit Agreement for Truth-In-Savings Disclosure.

### **Consumer Liability**

In addition to this Agreement, you agree to comply with all applicable account agreements, including, the Your Deposit Agreement you received when opening your account.

### **Contact in Event of Unauthorized Transfer**

If you believe your Access Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call 1-800-450-0310 or write, Campbell & Fetter Bank, P.O. Box 231, Kendallville, IN 46755.

### **Confidentiality**

We will disclose information to third parties about your account or the transactions you make as stated in the Your Right to Privacy Agreement you received when opening your account:

- When it's necessary for completing transfers or Bill Payments.
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- To comply with a government agency or court orders or the request of a federal regulator.
- If you give us your permission.
- At our discretion, to our affiliates.
- On a closed account, if we reasonably believe you have mishandled it.
- As otherwise permitted in our agreement with you, by law, or as required by government regulations.

The Bank, from time to time, enters into agreements with affiliates or third parties to provide bank related services for the Bank. The services provided by the third parties may include check processing services, data processing services or other bank-related services.

### **Termination**

Either you or we may terminate this Agreement and your Netteller On-line Banking Services subscription at any time, with or without cause, upon giving notice of the termination to the other party. If you terminate the Services, you authorize us to continue making transfers and bill payments that you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. After we have acted upon your termination notice, we will make no further transfers or payments from your accounts, including any transfers or payments that you have previously authorized. If we terminate your use of the Service, we reserve the right to cease all further transfers or payments from your accounts, including any transactions you have previously authorized. Termination by Campbell & Fetter Bank of your Netteller On-line Banking Services does not constitute a termination of your checking account or any other deposit accounts that you may have unless Campbell & Fetter Bank advises you in writing that those other accounts have also been terminated.

### **Limitation of Liability of Bank**

Notwithstanding any other provision of this Agreement, Bank shall not be liable for any loss, expense or delay caused by accidents, strikes, fire, flood, war, riot, electrical or mechanical failure, software, acts or omissions of the Customer, or any other third parties (including, but not limited to, acts or omissions of any telephone or telecommunications carrier), acts of God or any other cause or causes which are beyond its reasonable control.

### **Compliance with Laws and Procedures**

- By using this Service, you agree to use the Services solely for the purpose intended and in accordance with Bank procedures and agreements, which may be applicable to use of the Services and the related accounts.
- The terms and conditions in the Netteller On-line Banking Agreement are in addition to the terms and conditions described in the Account Information for Truth in Savings Disclosure, Deposit Account Agreement and Disclosure for your account(s), and any credit agreements you have with us, as well as applicable rules and regulations. In the event of any inconsistencies between provisions of this Agreement and the provisions of any other agreement you have with us, the provisions of this Agreement shall govern and control Netteller On-line Banking.
- Customer agrees to comply with any applicable state or federal law in connection with its use of the Services and the fulfillment of its obligations under this Agreement. Customer acknowledges that the Automated Clearing House system may not be used in violation of, and that entries originated by Customer must comply with, the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Control.

### **Amendments**

- The Bank reserves the right to modify the terms and conditions of this agreement at any time, effective upon notice to you (unless applicable law provides for a different effective day). However, no prior notice is required when any change in terms is determined by the Bank to be necessary to the security of the Services or to prevent a loss by Bank.

### **Miscellaneous**

- This Agreement contains the entire Agreement between Bank and Customer with respect to the matters covered herein. Except as otherwise expressly provided herein, no other agreement, statement or promise made by any party hereto or by any employee, officer, or agent of any party hereto that is not in writing and signed by the parties is binding.
- Except as otherwise expressly provided herein, any notice or other communication required or permitted to be given under this Agreement shall be written and delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, to Customer's address as it appears on the Bank's computer file: or, if to Bank, addressed to:

**Campbell & Fetter Bank**  
**Attention: Netteller On-line Banking Services.**  
**P.O. Box 231**  
**Kendallville, IN 46755**

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when sent or received by Bank.

### **Disputes**

This Agreement shall be governed by the laws of the State of Indiana, exclusive of choice of law rules. In any litigation arising out of this Agreement, the prevailing party will be entitled to recover all reasonable expenses of litigation and appeal (including without limitation attorneys' fees), in addition to any other remedy to which the prevailing party is entitled. Bank and Customer hereby consent to the personal jurisdiction of the federal and state courts in the state of Indiana in any action brought in connection with this Agreement.

### **Severability**

If any provision herein, or part thereof, is held to be invalid, illegal or unenforceable, the remainder of the Agreement, or other parts or applications of such provisions, shall not be affected thereby.

**Assignment**

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other third party. Customer hereof may make no assignment without the prior consent of Bank.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Bank Officer Signature

\_\_\_\_\_  
Date

Member FDIC