



## CONSUMER BILL PAY AGREEMENT AND DISCLOSURE

Please read this ANB Bank Consumer Bill Pay Agreement and Disclosure, which replaces any prior agreements applicable to ANB Bank's Bill Pay Service for consumers. We recommend that you print and retain a paper copy of the most current version of this Consumer Bill Payment Agreement for your records.

You may use ANB Bank's Bill Pay Service (the "**Bill Pay Service**") to direct ANB Bank to make payments from your designated checking account (the "**Account**") to the Payees you choose in accordance with this agreement. This Agreement governs your use of the Bill Pay Service. All other agreements regarding your Account (the "**Account Rules**"), including without limitation the Digital Banking Agreement, remain in full force and effect and are part of this Agreement. In case of any conflict among this Agreement and the Account Rules, the Account Rules shall govern, unless the conflict is among provisions that limit our exposure for unauthorized transactions, in which case the provision that most limits our exposure in accordance with applicable law shall govern. "You" or "your" means each person who is authorized to use the service. "We" or "our" means ANB Bank.

1. **Bill Pay Service:** The Bill Pay Service is an optional Online Banking feature through which you may schedule payments directly from your authorized and designated Accounts to third parties whom you have selected in advance to receive payments ("**Payees**"). You may make payments through the Bill Pay Services to any business, merchant, or professional that generates a bill or invoice for products or services provided to you, or on your behalf, and that has an address ("**Business Payees**"). You also may make payments through the Bill Pay Services to individuals, family, or friends for non-business purposes ("**Personal Payees**"). The terms "Payee" or "Payees" includes both Business Payees and Personal Payees, as applicable. ANB reserves the right to refuse the designation of a Payee for any reason. You may pay almost any payee you wish. There are several restrictions:
  - a) The Payee must be located in the United States;
  - b) Payments may not be remitted to tax authorities or government and collection agencies; and
  - c) Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities.

Tax payments and court-ordered payments may be scheduled through the Bill Pay Service, but these payments are at your risk and are discouraged. ANB and its vendors will not have any liability for your scheduling these or any other types of payments.

ANB is not responsible if a Bill Payment cannot be made (or is incorrectly 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.

2. **Scheduling Bill Payments; Daily Limits:** When you schedule a bill to be paid under the Bill Pay Service, you authorize us to withdraw the necessary funds from your authorized and designated Accounts for this purpose. You also authorize us to credit your designated transaction account for payments returned to us or for payments remitted to you on behalf of another user of the Service. Bill Payments may be made through our Mobile App in any amount between \$1.00 and \$10,000.00. Bill Payments may be made through Online Banking in any amount between \$1.00 and \$30,000.00. The current limit for "Pay a Person" is \$2,500.00. Bill payments may not exceed \$30,000.00 per day or \$60,000.00 per month. We may authorize transactions in excess of these



amounts at our sole discretion and without any liability to you. We may change these limits at any time through notice to you.

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 ANB. You authorize ANB to debit your Account for any payment you schedule in the Bill Pay Service. ANB 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 or under other circumstances described in your Online Banking Agreement. If you do not have sufficient funds in the Account and ANB 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 that ANB, at its option, may charge any of your deposit accounts with ANB to cover such payment obligations.

ANB reserves the right to change the cut-off time. You will receive notice if it changes.

- a) **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 process date, provided the payment is submitted before the daily cut-off time of 2:00 PM MT. 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 day (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.
- b) **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 day (generally weekends and certain holidays), then the process date for the new occurrence of the payment is adjusted to the first business date before 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.*

3. **Stopping, Canceling or Changing Bill Payments:** Any bill payment can be changed or canceled, provided you access the Bill Pay Service and enter the change or cancellation before the 2:00 PM MT cut-off time on the business day the bill payment is going to be processed (the "**Cancellation Deadline**"). After the Cancellation Deadline, you may not cancel a payment. You might be able to stop payment, but neither ANB nor its vendors will have any obligation to complete a stop payment and, in fact, they might not be able to do so, depending on the form of payment. If you wish to try to stop payment after the Cancellation Deadline, you may call the Customer Service line for iPay (the third party vendor that ANB uses to provide the Bill Pay Service), but there is no assurance that you will be able to stop payment, and neither ANB nor iPay will have any liability if payment is not stopped.
4. **Delivery of Payments:** Using the Bill Pay Service, you may schedule a payment for a particular date. The funds for the payment will be deducted from your Account on the date shown as the



“process date,” which may be different than the date a payment is scheduled to be sent or actually sent to the Payee. If your Account has insufficient funds or is no longer an active account in good standing with Bank, then your payment may be delayed or cancelled and you will be responsible for any fees or expenses resulting from such delay or cancellation.

A “Biller” is a Payee that sends you an invoice for amounts due. The “Due Date” is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period. A “Business Day” is every Monday through Friday, excluding Federal Reserve holidays. The “Process Date” is the day your payment will be debited from your designated transaction account. The “Deliver By Date” is the day you want your Biller to receive your bill payment unless the Deliver By Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.

In order to assure that your bill payment transactions are processed in time to reach the Biller by the required Due Date, you should schedule any payment to be processed at least two (2) Business Days before the Due Date for electronic payments, and at least five (5) Business Days before the Due Date for paper checks. This will allow time for the Biller to receive and apply your payment (though we will not be responsible for delays in the mail). If the actual Due Date falls on a non-Business Day, you must select a Deliver By Date that is at least one (1) Business Day before the actual Due Date. Deliver By Dates must be on or before the Due Date.

5. **eBills:** eBills is an optional component of the Bill Pay Service, available only for some Billers, that presents due dates and amounts from your billing statement to alert you when it’s time to schedule payments. Your Biller must have a website available to view your bill online to be eligible for eBills. If your Biller is eligible for eBills in Bill Pay you will need to provide the credentials to access the bill information for that Biller. You may also make various elections for automatic payments of all or part of eBills you receive through the system.

The presentment of your first electronic billing statement could take up to sixty (60) days depending on the billing cycle of the Biller and other factors. Each Biller uses different procedures, and you may or may not be able to receive a separate paper copy of your statement from the Biller. While the electronic billing feature is being initiated and activated for each Biller, you must still stay in contact with the Biller and maintain your account in a current condition. Each Biller reserves the right to accept or deny a request to send electronic statements.

When you activate the electronic billing feature for any Biller, you agree to the following conditions and restrictions:

- a) Information provided to the Biller. The Bill Pay Service is unable to update or change personal information that a Biller has for you. This includes information such as your name, address, phone numbers and email addresses. You will need to make any changes of this nature by contacting the Biller directly. It is your responsibility to maintain your usernames and passwords for all electronic billing websites in a safe and secure manner. You agree to protect this information and also to not use someone else’s information to gain unauthorized access to another person’s electronic bill. We may provide a Biller with your email address, service address and other data specifically requested by the Biller at the time electronic billing is activated. This is done so that the Biller can inform you of any electronic billing requirements or features.
- b) Authorization to obtain billing data. Your activation of electronic billing for a Biller will constitute your authorization for us to obtain billing data from the Biller on your



behalf. For some Billers, you will be asked to provide us with your user name and password associated with that Biller.

- c) By providing us with this information, you authorize us to use the information to obtain your billing data.
  
- d) Notification. We will use reasonable efforts to present all of your electronic bills for you to review in a timely fashion. In addition to notices that appear when you logon to the Service, we may send an email notification to the email address listed for your account. It is your responsibility to ensure that email address information is accurate. Even if you do not receive notification, you must still periodically logon to the Service and check for the delivery of new electronic bills. Notification may vary from Biller to Biller. While we provide notification as a courtesy, you are responsible for ensuring timely payment of all of your bills.

6. **Fees:** The Bill Pay Service is free to Consumers, except as set forth below.

- Rush Payments – Next Day \$34.95
- Rush Payments – Second day \$29.95
- Rush Payments – Second day economy \$6.95
- Gift Checks – \$2.99
- Donation Checks – \$1.99

ANB reserves the right to change the fees for Bill Pay by notice to you and 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. Fees are nonrefundable, even if you cancel the bill payment with respect to which a fee was charged.

7. **Disclaimer of Warranties.** YOUR USE OF THE BILL PAY SERVICE IS AT YOUR RISK AND ALL INFORMATION AND CONTENT PROVIDED THROUGH THE BILL PAY SERVICE (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE BILL PAY SERVICE, WHETHER EXPRESS IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NONINFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, ANY OF OUR AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY. WE MAKE NO WARRANTY THAT

- a. THE BILL PAY SERVICE WILL MEET YOUR REQUIREMENTS;
- b. THE BILL PAY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR- FREE;
- c. THE RESULTS THAT MAY BE OBTAINED FROM THE BILL PAY SERVICE WILL BE ACCURATE OR RELIABLE; OR
- d. ANY ERRORS IN THE BILL PAY SERVICE OR TECHNOLOGY WILL BE CORRECTED.

8. **Miscellaneous:** You may not assign this Agreement. This Agreement is entered into in Denver, Colorado.

9. **Amendment and Termination:** ANB Bank has the right to add to, amend, or terminate this Agreement at any time by notice mailed to you at the last address shown for the account on ANB’s records or as otherwise permitted by law. We may also add to, amend, or terminate this Agreement by email or by posting a notice to you in our Digital Banking system. You will be



deemed to have accepted and agreed to any addition or amendment if you use the Bill Pay Service after the notice has been mailed or posted, or the email has been sent, as applicable. ANB Bank also reserves the right to change or discontinue the Bill Pay Service at any time.

- 10. Electronic Agreement:** You agree to be bound by this agreement and any other agreements entered into electronically (by pressing or clicking an “I Agree” button or taking similar actions). You further agree that you will not contest the legally binding nature, validity or enforceability of any of these agreements, legends or disclosures based on the fact that the terms were accepted electronically. Any such agreements entered into electronically will be deemed to be “in writing” and to have been “signed” by you with the same effect as a manual signature (and any electronic record of such agreements entered into online will be deemed to be “in writing”).