



CONSUMER BILL PAY AGREEMENT/DISCLOSURE
CONSUMER BILL PAYMENT TERMS AND CONDITIONS

Please read this ANB Bank Consumer Bill Payment Agreement. 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 payment service, ANB Bill Pay, to direct ANB Bank to make payments from your designated checking account (the "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 (including your Online Banking agreement), 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.

Bill Payment Service: The Bill Payment Service is an optional Online Banking feature where 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 Payment 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 Payment 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. Each Payee accepted by ANB will be assigned a payee code. You may pay almost any payee you wish. There are several restrictions:

1. The Payee must be located in the United States;
2. Payments may not be remitted to tax authorities or government and collection agencies; and
3. 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 ANB Bill Pay, 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ANB is not responsible if a Bill Payment cannot be made (or is incorrectly made) due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

Scheduling Bill Payments; Daily Limits: When you schedule a bill to be paid under the Bill Payment 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 of not less than \$1.00 and not exceeding \$10,000.00 ("**Payment Range**"). Bill Payments may be made through Online Banking in any amount of not less than \$1.00 and not exceeding \$30,000.00. The current limit for "Pay a Person" is \$2,500. Your total electronic payments for any given Business Day may not exceed \$30,000.00 ("**Daily Payment Range**"). 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 ANB Bill Pay. 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 2:00PM 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 date (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 date (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.

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 Customer Service, but there is no assurance that you will be able to do so and neither ANB nor iPay will have any liability if payment is not stopped.

Delivery of Payments: Using the Bill Payment Service, you may "schedule" a payment for a particular date. The funds for the payment will be deducted from your Account upon the date of scheduling of the payment to Payee; this date 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.

"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. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays. Process Date is the day your payment will be debited from your designated transaction account. "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 for electronic payments, and at least five (5) for paper checks before the required Due Date. 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.

eBills: eBills present due dates and amounts from your billing statement to alert you when it's time to schedule payments. Your payee must have a website available to view your bill online to be eligible for eBills. If your payee is eligible for eBills in Bill Pay you will need to provide the credentials to access the bill information for that payee. 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.

LIABILITY

You are solely responsible for controlling the safekeeping of, and access to, your Challenge Questions within ANB Bill Pay and your login ID, password and other security mechanisms within ANB's Online Banking system. 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 ANB in accordance with any procedures required by the Account Rules. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. ANB is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. ANB is not liable for any failure to make a Bill Payment if you fail to promptly notify ANB after you learn that you have not received credit from a Payee for a Bill Payment. ANB will not be responsible for delays in the mail or for any processing delays or errors by the Biller. Additionally, we will not be responsible for any issues regarding the early arrival and negotiation, by the Biller, of a bill payment check prior to the Deliver By Date. You will be responsible for any late fees or finance charges that may be imposed by the Biller. ANB is not responsible for your acts or omissions or those of any other person, including, without limitation, the US Postal Service or any other transmission or communications facility, and no such party shall be deemed to be ANB's agent. IN ANY EVENT, ANB 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 ANB HAS KNOWLEDGE OF THE POSSIBILITY OF THEM. ANB is 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 ANB's reasonable control, including, without limiting the foregoing, the failure to function of any software or computer or related services provided to ANB by any third party vendor. In this regard, please note that we use a third-party vendor, iPay, to provide the Bill Pay services and are not responsible for any act or omission by that or any other third party.

Amendment and Termination

ANB has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on ANB's records, by posting notice in branches of ANB, or as otherwise permitted by law. We may also amend this Agreement by email or by posting a notice to you in our Online Banking system, and you will be deemed to have accepted and agreed to any such amendment if you use ANB Bill Pay after the notice has been posted or the email has been sent. We may also amend other documents that are part of the Account Rules in accordance with the terms of those documents, and as amended they will govern your use of ANB Bill Pay to the extent applicable.

ANB has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to ANB or you may submit a request to terminate through ANB's Online Banking. ANB is not responsible for any fixed or recurring payment made before ANB has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by ANB on your behalf.



Fees

Except as set forth below, ANB Bill Pay is free to Consumers.

Rush Payments – Next Day \$19.95

Rush Payments – Second day \$14.95

Rush Payments – Second day economy \$4.95

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.

Notwithstanding your Online Banking Agreement with ANB, you agree that your bill pay service will not be provided by iPay and you are not entering into a separate agreement with iPay. All provisions of your Online Banking Agreement otherwise remain in effect, including, without limiting the foregoing, all provisions of such agreement referring to payment of bills online by whatever name, such as “Bill Payment” or “Bill Payment Service”.