

## ONLINE BILL PAY SERVICE AGREEMENTS AND DISCLOSURES

Please read this document carefully. Each time you utilize the ISB Bill Pay service, ISB accounts(s), or authorize anyone else to access your ISB account(s) through Intercity Online (IOL) or ISB Bill Pay service, you agree to be bound by the terms and conditions of this Agreement and Disclosure. All current and future signers are jointly and severally liable. Each of your accounts at ISB is also governed by the applicable account disclosure/agreement and Truth-In-Savings disclosure you received when you opened your account, prior receipt of which you acknowledge.

- **TERMS USED.** "We", "our", "us" and "the Bank" refer to Intercity State Bank. "You" and "your" refer to a customer of the Bank, account owner, joint owner, or anyone authorized by the customer to use the account. "Payee" refers to the merchants or other parties you are paying with Bill Pay service.
  - **ELIGIBILITY.** You must be an authorized signer/owner of an ISB checking account. The Bank reserves the right to refuse or terminate any customer's Bill Pay service.
  - **BUSINESS DAYS.** Our business days are Monday through Friday. Holidays are not included.
  - **CHARGES AND FEES.** At the present time, Bill Pay is offered without a monthly service fee. We reserve the right to impose and/or change the fee amount at anytime. We will notify you of any changes as required by law.
  - **CANCELLATION.** You can cancel your Bill Pay service at anytime by mailing a Personal Banker at the Bank. Payments that are pending will not be processed if you cancel your service. If you do not access Bill Pay for a period of six consecutive months, your access privileges may be cancelled.
  - **DUE DATE.** You must select the date you want the payment processed. We recommend allowing a minimum of 7 to 10 business days for payment processing. In addition to the time it takes for the US Postal Service to deliver your payment, the bank requires 1 to 2 business days for processing. (Example: A request made on Friday after 5:00 pm will not be processed until Tuesday morning, i.e. 5 days. Then if it takes 7 days for mail delivery, the total time from the Bill Pay request to delivery is 12 days.) Payments are sent through the US Postal Service, so you should take into consideration federal holidays when selecting a processing date for these items.
1. **LIMITATIONS ON TRANSACTIONS.** The following are limitations to the use of the Bank's Bill Pay Service:
- (a) The minimum transaction amount is \$10.00;
  - (b) Bill payments can only be made from your checking accounts;
  - (c) Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
  - (d) If you close the designated bill payment checking account, all scheduled payments will be stopped;
  - (e) You cannot stop a payment if the payment has already been processed; and
  - (f) You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed at the bank within one to two business days.

**2. APPLICABLE LAW.** Except to the extent that Federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by Wisconsin State law. If any provision is found unenforceable, the rest of the Agreement will remain in effect.

**3. UNAUTHORIZED TRANSFERS (SEE ERROR RESOLUTION ABOVE).** CONTACT US AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way to control your loss. Notice of unauthorized use must be confirmed in writing. You could lose all the money in your account.

CONTACT 715-359-4231 or P.O. BOX 560, SCHOFIELD, WI 54474-0560 IN THE EVENT OF A LOSS OR AN UNAUTHORIZED TRANSFER, AND REGARDING ERRORS OR QUESTIONS ABOUT YOUR BILL PAY SERVICE.

**4. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** Information about your account is confidential. Without your written permission, we will not disclose such information to third parties except where necessary to complete a transfer, to report or confirm the condition of your account for a credit bureau, or in order to comply with a government agency, or court order or if you give us your written permission.

**5. OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSFER TRANSACTION.** The Bank could fail to complete a transaction to or from your account on time or in the correct amount according to our agreement with you for one or more of the following reasons:

- There are insufficient funds in your account to complete the transaction through no fault of ours;
- The funds in your account are uncollected;
- The funds in your account are subject to legal process;
- We have reason to believe that the transaction requested is unauthorized;
- The transaction would exceed security limitations;
- Circumstances beyond our control that occur despite reasonable precautions;
- If you have not properly followed the Bank's Bill Pay instructions or have provided us with wrong or inaccurate instructions;
- If you fail to notify us of any inaccuracy in any merchant list that has been set up on your account;
- If you receive notice from a merchant or institution that any payment you have made through our Bill Pay service remains unpaid, and you fail to notify us promptly of that fact;
- If the payee was a merchant or institution you are not permitted to designate;
- If you do not set up the payment soon enough for your payment to be received and credited by the payee due date; or
- If the payee does not credit your payment promptly or properly after receipt.

IN ANY CASE, THE BANK SHALL NOT BE LIABLE FOR ANY DAMAGES THAT OCCUR BECAUSE OF ANY FAILURE TO MAKE A TRANSACTION YOU REQUEST OF THE BANK.

## **6. ADDITIONAL TERMS AND CONDITIONS.**

(a) Overdrawing your account: You agree that you, your joint owner, or authorized user will not use Bill Pay to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the Bank immediately upon request and the current fee for overdrafts.

(b) The Bank shall have as security for the payment of all indebtedness now and in the future owing by any of the account owners to the Bank (whether direct or indirect), a security interest in all amounts credited to any deposit account, on all checks, drafts and other items delivered for collection by for or through any of the account owners. The Bank, without prior notice or demand, may charge such indebtedness against any deposit account whenever the Bank believes that prospect of payment is impaired.

(c) You agree that you will not use your Bill Pay access for any transaction that is illegal under applicable federal, state or local law. Such use would constitute default and/or breach of contract and may result in termination of service.

(d) The Bank has the right to amend, change or cancel the services or access offered and fees assessed at any time. We will notify you as legally required before a change will take effect if it will cause you greater costs or liability or if it will limit your ability to engage in electronic payments or deposits. We do not have to notify you in advance, however, if the change is necessary for security reasons.

(e) In addition to this Agreement, you agree to be bound by and will comply with all disclosures and agreements applicable to your accounts with the Bank, prior receipt of which you acknowledge.

(f) Except as specifically provided in this Agreement or where law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury whether caused by the equipment, software, the Bank, internet browser provider, internet access provider, online service provider, or by any agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising any way of the installation, download, use, or maintenance of the equipment, software, Intercity State Bank online banking services, internet browser, or access software. In this regard, although we have taken measures to provide security for communications from you to us via Intercity Online banking services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security.

6. AGREEMENT. In exchange for being granted access to Bill Pay services through the internet, you agree to legally be bound by the following terms and conditions:

(a) Liability for Unauthorized Transaction. You agree to contact Intercity State Bank at once if you believe your Internet Banking/Bill Pay password has been lost or stolen or money is missing from your account(s).