

Bill Pay Terms and Conditions

PLEASE READ BEFORE AGREEING

Pay Special Attention to Highlighted Text

By enrolling in Henry County Bank's *Bill Pay Service* ("*Bill Pay*"), you agree to the addition of the following to the Terms and Conditions for Online Banking, as well as the Terms and Conditions for Personal Accounts or Terms and Conditions for Business Accounts (in any case, the "Terms") governing your Accounts. Please read these additional rules carefully and retain them for your records. We have the right to change the Terms at any time. When changes have been made, you will be prompted to accept new Terms before continued access will be permitted.

Definitions

"Primary Account" is a required account in order to utilize Bill Pay. The Primary Account must be a demand or NOW account in your name.

"Duplicate Payments" are two (2) or more payments that are scheduled to be made to the same payee on the same business day for the same amount.

Bill Pay

Bill Pay allows you to pay bills and send money to other people using a PC or mobile device, if enrolled in our Mobile Banking Service. In order to enroll in Bill Pay, you must also be enrolled in the NetTeller Online Banking Service ("*NetTeller*").

You may make payments to us and to any other business, merchant, or professional that generates a bill or invoice for products or services provided to you or on your behalf. You may also make payments to individuals for non-business purposes. Payments may only be made to payees with a U.S. payment address and phone number. You may not make a payment of alimony, child support, or other court ordered payments. In addition, you may not pay any person subject to the Office of Foreign Asset Control.

Payments

You must designate a Primary Account with us. **You authorize us to debit the Primary Account (or any other account maintained by you at the bank) for any fees or other amounts due the bank in connection with Bill Pay.** If the Primary Account is closed for any reason, your services will be stopped along with any unprocessed payments. To reinstate Bill Pay, you will be required to designate a new Primary Account.

You must provide sufficient information about each payee, and such other information as we may request from time to time, to properly direct a payment to that payee and to permit a business payee to identify the correct account to credit with your payment. This information may include, among other things, the name, address, and telephone number of the payee and your business payee account number. Payee information and any additions, deletions, and changes to payee information are entered directly on your PC and/or mobile device and can be retrieved at your convenience. Because there is always a possibility that the payee information may be lost or accidentally destroyed, you should keep a copy of your payee information somewhere other than your PC. *You may have unlimited payees.*

Any attempted payment that exceeds the available balance in your designated checking account may be rejected. Additionally, you may not schedule duplicate payments.

After you schedule a bill payment, you will receive a confirmation number. The confirmation number will help us resolve any questions you may have concerning a payment.

Timing of Payments

Although you can enter payment instructions through Bill Pay seven (7) days a week, 24 hours a day, excluding maintenance periods, payments will be "processed" only on business days. Funds will be withdrawn from your designated checking account on the scheduled processing date. In many cases, bill payments are electronically sent

through an automated clearinghouse (“ACH”) to the payee within two (2) full business days of the scheduled processing date. However, some payees are not set up to accept electronic payments. In these cases, a check will be sent, and you should allow seven (7) to ten (10) full business days from the day of the scheduled processing date. *Transactions entered on Fridays, weekends, or holidays are processed on the next business day.*

The scheduled processing 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 timely payment instructions.

Payments can be made as:

- Single Payments – A single payment will be processed on the business day 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 is currently 3:00 p.m. EST.** *A single payment submitted after the cut-off time on the designated process date will be processed on the next business day.*
- 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 not a business day, it is adjusted based upon your selection of “Pay Before” or “Pay After”.

If you choose the 29th, 30th, or 31st for a recurring payment that does not exist in a particular month, then the payment will be initiated on the last business day in that month.

Canceling or Changing Payments

You may change both the payment amount and the scheduled payment date of any scheduled payment. A scheduled payment may be canceled, changed, or rescheduled in this manner up until the payment is processed.

Reviewing Payments

Bill Pay automatically includes records of past payments as part of your account activity to be displayed online and will be included in your monthly account statement(s). You may also download up to ninety (90) days of account history, including payments, to your PC.

Payment Liability

We will not be liable for failure to complete a transaction if:

- Through no fault of ours, you do not have sufficient available funds in your designated checking account to make the payment. *We will resubmit payment twice (once per day for two days) after the initial payment fails. If payment fails all three times, it is your responsibility to reschedule the payment, or pay your Payee in a different manner.*
- The payment would exceed the credit limit on your overdraft line, if applicable.
- The date and/or time settings on your PC are incorrect.
- Your PC was not working properly.
- The Payee Information necessary to complete the payment stored on your PC’s hard drive and/or The Henry County Bank NetTeller systems has been lost.
- A payee mishandles or delays crediting payments sent by us.
- You have not provided the correct payee name, address, Confirmation Number, Payee Information, or payment amount.
- Circumstances beyond our control (such as fire, flood, failure of third party equipment or software, or delay in the U.S. Mail) prevent the proper completion of the payment despite reasonable precautions by us to avoid those circumstances.
- You fail to properly instruct initiation of your payment.
- You fail to confirm that your payment instructions were transmitted to us.

- The payee, prior to the Due Date, has not published the late payment fee or penalty, or its method of calculation.

We may, by 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 us in accordance with instructions received by you, we shall notify you on or before the next business day, or otherwise by more expeditious means (including telephonic notice).

Dormant

Your Bill Pay service will become dormant if no payment has been processed for a period of six (6) months. Activate your Bill Pay by selecting a bill payment to process.

Fees

Bill Pay has no standard monthly usage fees. However, if your Bill Pay becomes dormant, you will incur a monthly charge of \$5.95 until a payment is processed. This may be amended from time to time in accordance with the Terms. All other fees applicable to your accounts remain in effect.

Termination

You may terminate your use of Bill Pay at any time by:

- Calling The Henry County Bank at 419-592-1430
- Writing to us at 122 East Washington Street, P.O. Box 72, Napoleon, Ohio, 43545
- Sending electronic mail messages to us from within NetTeller Online Banking
- E-mailing us at info@thehenrycountybank.com

You must notify us at least ten (10) Business Days prior to the date on which you wish to have your enrollment in Bill Pay terminated. We may require that your request be in writing. If you terminate Bill Pay, 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.

We may terminate, at any time, your access to NetTeller, and therefore Bill Pay, in whole or in part, for any reason without prior notice. Your access to Bill Pay will be terminated automatically if all your accounts accessed through NetTeller Online Banking are closed. Termination will not affect your liability or obligations for bill payments we have processed on your behalf.

Limitations of Liability

Except as otherwise provided herein or by law, we are not responsible for any loss, injury, or damage whether direct, indirect, special, or consequential, caused by Bill Pay or your use of Bill Pay.