

**BANK OF THE VALLEY**  
**Bill Pay Agreement and Terms and Conditions**  
**(Including ACH Addendum)**

This is your Bill Pay Agreement and Terms and Conditions (“Bill Pay Agreement”) with us. Use of the Bill Pay Service indicates acceptance of the terms and conditions set forth in this Bill Pay Agreement, as well as the Bank of the Valley Online Banking Agreement (“Online Banking Agreement”), Bank of the Valley Mobile Banking Agreement and Terms and Conditions (“Mobile Banking Agreement”), as each may be jointly and/or independently amended from time to time. The terms and conditions of this Bill Pay Agreement are in addition to the agreements, disclosures and other documents in effect from time to time governing your deposit account (and loan or credit card, as applicable) with us, including the Account Agreement and Disclosures (“Bank Documents”). By accepting this Bill Pay Agreement, you agree to the terms and conditions set forth below. Please read this Bill Pay Agreement carefully as it is our legal agreement with you that governs your use of our Bill PayService.

In this Bill Pay Agreement:

“Account” means the deposit (checking) account that you designate as the account through which Bill Pay transactions are processed.

“Bank of the Valley”, “we”, “us”, “our” and the “Bank” refer to Bank of the Valley, a Nebraska state banking corporation.

“Bill Pay Service” and/or “Service” means the Bill Pay Service that Bank of the Valley makes available with iPay™ that allows you to direct Payments from your designated checking account to Payees.

“Business Day(s)” means Monday through Friday, excluding Federal legal holidays.

“Electronic Service(s)” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or handheld devices), either now or in the future.

“Good Standing” means an account where no collection action has been required, overdrafts are paid in a timely manner and in accordance with agreements, all required Bank Documents and account signature contracts are current, accurate and in possession of the Bank, no changes have occurred to the account ownership or signors of which the Bank has not been apprised.

“iPay™”, “iPay Consumer Bill Pay™”, “iPay Business Bill Pay™” and “iPay Business BillPay-e™” refers to our Bill Pay Service.

“Online Banking Services” means our services that allow you to obtain account information, transfer funds, make payments including our Bill Payment Services, access accounts and perform other transactions over the Internet by use of an internet access device and a User ID and Password.

“Payee” means anyone you designate and we accept as a payee, such as a company, a person or a bank or credit union. “Payment” means your remittance to a payee.

Other definitions are included in the Online Banking Agreement and Bank Documents applicable to your services and accounts.

## **Service**

Through Bank of the Valley Online Banking or the Bank of the Valley Mobile App, you may access our optional Bill Pay Service. The Bill Pay Service allows you to schedule payments for current, future and recurring bills from your designated checking account to Payees you choose in accordance with this Bill Pay Agreement. This Bill Pay Service includes the option to pay:

- a. A company (e.g. credit card, utilities, cable);
- b. A person (e.g. friend or relative) (*see further explanation below for paying a person*); or
- c. A bank or credit union (e.g. mortgage or loan).

You may pay a bank or credit union under the “Company” option in the Bank of the Valley Mobile Banking App electronically when the company, bank or credit union is an iPay™ participant or by check to the Payee’s mailing address.

The option to pay a person (“P2P” or “Person to Person”) allows you to send funds to:

- a. An outside person (e.g. friend or relative) directly when you have the routing number and account number of the recipient;
- b. An outside person via an email or text message with instructions detailing how the receiving party can be sent the funds; and
- c. An outside person via a check to the person’s mailing address.

You may also view detailed billing information, such as full pdf billing statements, for eligible payees through eBill Connect.

## **Requirements & Restrictions**

To subscribe to Bill Pay, you must have a checking account in good standing with Bank of the Valley in accordance with our criteria. At registration, you will be prompted to choose the Bank of the Valley checking account you want as your primary (default) Bill Pay account. You can add additional Bank of the Valley checking accounts to your bill pay profile under the My Account tab. If you have more than one checking account set up, you can select which checking account you want to use to pay from as you pay each bill on the system. To change your primary (default) Bill Pay account, you may do so under the My Account tab or by calling the Bank at (402) 367-4334.

The Bill Pay Service is currently offered at no cost to you. Contact the Bank for more details at (402) 367-4334. Fees related to your deposit account activity apply when you use this service. We reserve the right to change the fees charged for this service in the future. You will be responsible for any fees and

charges from outside service providers when applicable. Your wireless carrier may assess you fees for data; consult your wireless plan or provider for details.

If an individual, business or organization gives their User ID and Password to anyone other than the account holder, then the account holder, business or organization is liable for all payments made through the Bill Pay Service. By allowing someone else access to your Bank of the Valley Online Banking information, you are also giving them access to the Bill Pay Service. Bank of the Valley is not liable for any transactions processed through the system if the User ID and Password were given to anyone, because you are conclusively deemed to have authorized that person to make transactions on your behalf.

The Bill Pay Service is restricted to pay as follows:

- iPay Consumer Bill Pay™:
  - To a payee other than an individual
    - A maximum of \$99,999.99 per item for check payments and electronic payments (other than payments via email and text)
    - A maximum of \$2,500.00 per item for payment via email or text
  - Payment to an individual
    - A maximum of \$99,999.99 per item for check payments
    - A maximum of \$1,000.00 per item and \$2,000.00 per day for electronic payments (including payments via email or text)
- iPay Business Bill Pay™:
  - To a payee other than an individual
    - A maximum of \$250,000.00 per item, \$250,000.00 per day and \$500,000.00 per month for check payments and electronic payments (other than payments via email and text)
    - A maximum of \$2,500.00 per item for payment via email or text
  - Payment to an individual
    - A maximum of \$250,000.00 per item, \$250,000.00 per day and \$500,000.00 per month for check payments
    - A maximum of \$1,000.00 per item and \$2,000.00 per day for electronic payments (including payments via email or text)

Certain of these restrictions, other than the maximum transaction amounts per item, may be adjusted and/or lowered by agreement between you and Bank of the Valley. In addition, Bank of the Valley reserves the right to change these limits and/or impose additional limits from time to time. Any such change may be disclosed electronically or in written form, including by making notice of the new limits available through Online Banking.

Payments submitted that exceed these limits will not be processed. For security reasons, Payments to a person are locked after three attempts to exceed those limits. We also reserve the right to limit or suspend access to our Bill Pay Service as we deem necessary for security reasons.

Requirements for dual signatures on checks do not apply to the Bill Pay Service. If your account requires dual signatures, you understand and agree that using the Bill Pay Service you are making an exception to that dual signature directive.

Payments from a money market account you designate for use with Bill Pay may be limited by the Truth in Savings Disclosure and/or Electronic Funds Transfer Disclosure, which you received when you opened your money market account with us, or as amended from time to time.

### **Payee Designation**

You can use the Bill Pay Service to make payments to almost any Payee or Payees, including individuals, local service providers, utilities, credit cards, mortgage or loan payments or charitable donations, etc.

The Bill Pay Service cannot be used to make payments for the following:

- Tax payments to the Internal Revenue Service or any state, local or other government agency;
- To purchase securities;
- Payment of illegal transactions;
- Court-ordered payments such as child support or alimony; and/or
- To Payees located outside of the United States.

By furnishing us with the names of your Payees, account information and addresses, you give us authorization to follow the Payment instructions that you provide to us. When we receive Payment instructions for the current date or a future date, the Bank will remit the funds to the Payee on your behalf from the funds in your designated Account; on the day you have instructed them to be sent ("Payment Date"). We are not obligated to pay funds from your Account if the available Account balance is insufficient to cover the Payment. Funds for bill payments paid electronically will be withdrawn from your account on the scheduled payment date. Funds for bill payments paid by check will be withdrawn from your account when the check clears your account.

We are not responsible if a Payment cannot be 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 Payee Accounts list.

### **Making / Scheduling Payments**

You may use the Bill Pay Service to authorize recurring payments or non-recurring payments. Recurring payments are payments that you schedule in advance to recur at substantially regular intervals in the same amount to the same Payee. Non-recurring Payments are a single, one-time Payment to a specified Payee.

Payments are processed Monday through Friday at 7:00 a.m. and 2:00 p.m. Central Time, except on Federal holidays. You may not schedule a Payment on a weekend or Federal holiday. A single, one-time

Payment submitted after the processing deadline will be processed the next business day. If the payment day is a weekend or Federal holiday, the Payment will be processed on the preceding business day if it is an automatic recurring Payment. If your frequency setting for recurring payment specifies the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> as the particular day of the month for processing and that day does not exist in the month the Payment is being processed, the last day of that month is used as the processing date.

The Payment method will be electronic if the Payee and the account information you enter matches with participant information for which iPay™ is set up for electronic payments. Otherwise, the Payment method will be by check for Payees that are not iPay™ participants and for which you have provided the mailing address for payment. The System will alert you to the method of payment assigned. **Payment by check must be scheduled at least 7 to 10 Business Days prior to the due date for each Payment to allow adequate time for the Payment to reach the Payee. Electronic Payment must be scheduled at least 3 to 5 Business Days prior to the due date for each Payment to allow adequate time for the Payment to reach the Payee.** The due date is the date the Payee has designated for payment, and should not be adjusted for any grace period or late date accommodations the Payee may provide. We have no control over the processing times of the Payee; your Payments to the Payee will be subject to the number of days it takes for the Payee to process payments. The Bill Pay system will calculate the estimated arrival date of your Payment, but this is only an estimate. You are solely responsible for scheduling Payments with ample time to reach the Payee. We will not be liable for late fees or finance charges on Payments made through the Bill Pay Service. We will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee.

You agree to have available funds in the Account you designate in amounts sufficient to pay for all Payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Bill Pay Agreement. If you do not have sufficient funds in your designated Account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such payment obligations on demand. You further agree that Bank of the Valley, at our discretion, may charge any of your accounts with us to cover such payment obligations.

The system will allow you to make Payments to individuals using the Person to Person Payment option. While this provides convenience, it also adds a level of risk for loss of funds should you designate a Payment to someone you have never met or says this type of payment is the only form of payment they accept. You are solely responsible for Person to Person Payments you authorize.

### **Use of eBill**

eBill allows to view detailed billing information, such as full pdf billing statements, for eligible Payees (Payees that participate with eBill) that you would otherwise obtain directly from the Payee's website. To enable eBill for a payee, you will have to provide the account information and login credentials for online access to your account for that payee. Requested information may include:

- Challenge response;
- Login credentials;
- PIN; and/or

- Account type.

You will be required to read and accept the terms and conditions for use of eBill Connect for each payee you set up.

eBill includes, but is not limited to, viewing of statements and payment history details for eligible payees and setting up of alerts. You may also set up AutoPay recurring payments and schedule those payments based on a frequency you choose or when a new eBill arrives. AutoPay payments are not scheduled when a new eBill is received if the amount due:

- Is less than \$1.00;
- Exceeds your AutoPay threshold;
- Equals zero;
- Exceeds the Bill Pay Service payment amount limits; and/or
- Is a duplicate of a scheduled payment to the same payee for the same amount within the configured time frame.

For help with setting up eBill, you may view the demo “Set Up eBill” using the “View demo” option in Bill Pay.

You agree that use of eBill is voluntary and Bank of the Valley, in no event, shall be liable for damages, losses, liability costs and expenses arising out of your use of eBill.

### **Change or Delete Payments / Stop Payments**

An electronic or check Payment can be changed or deleted (cancelled) provided you do so within the Bill Payment system prior to 2:00 p.m. Central Time on the Business Day the Payment is scheduled to be processed and you change or delete the Payment.

Once an electronic Payment has processed or check Payment has cleared your account, you cannot do a stop payment.

If a check Payment has not yet cleared your account, you may place a stop payment at one of our branch locations, by calling the Bank at (402) 367-4334 or in Bank of the Valley Online Banking using the Stop Payment tab. If you call, we may also require you to put your request in writing and provide it to us within 14 days of your request. We shall not be liable for a check if the stop payment is not presented prior to the time the check has cleared.

### **Liability**

You are solely responsible for controlling the safekeeping of and access to your Bill Pay information, User ID and Password. 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 change your Password. It may also be necessary to revise the account ownership

and/or authorized signors on the account, as appropriate. In the event that you have experienced unauthorized access to Bill Pay, you must contact the Bank at (402) 367-4334, write to us at Bank of the Valley, PO Box 7, Bellwood, NE 68624 or visit one of our branch locations to notify us of the unauthorized access, identify any Payments made or potential Payments scheduled and change your log-in information.

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. We are not responsible for a Payment that is not made if you did not properly follow the instructions for making the Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

Due to factors beyond the Bank's control, such as the U.S. Mail and payment processing at the Payee, it is not guaranteed that a Payment will be posted on or by the due date established by the Payee. It is imperative to note that Payee grace periods are not taken into consideration, so adequate lead time prior to the payment due date should be allowed by you in scheduling the Payment.

We are not liable for late fees incurred by you for any reason, including but not limited to Payments that were not initiated in accordance with this Bill Pay Agreement or provided in other instructional materials regarding Bill Pay Services, such as the Help option or the Demo available in the Bill Pay system. In no event shall we be liable for damage due to our failure to complete an action or transaction.

We will not be liable for any special, indirect, consequential, incidental or punitive losses, damages or expenses in connection with this Bill Pay Agreement or the Service, even if we have knowledge of the possibility of them. We are 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 our reasonable control.

You acknowledge and agree that there are alternative methods for accessing the information and conducting the transactions provided by our Services, such as payment by check. In the event you experience problems accessing our Services, you agree to access information and conduct transaction by alternative methods. There may be other exceptions to our liability as stated in other Bank Documents you have been provided, which shall apply to this Bill Pay Agreement as if repeated herein word for word.

Bank of the Valley is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their equipment and accessories using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

You agree to cooperate in any investigation of errors, issues, discrepancies, transactions, transmissions and resolution of customer claims by the Bank regarding any and all aspects of Online Banking Services or Electronic Services you utilize.

## **Inactivity**

If you do not access or use the Bill Pay Service for 45 days, you may receive an email advising you that there has been no activity recently. The Bill Pay Service will automatically deactivate when all the checking accounts you have designated have become inactive or closed. Additionally, your Bank of the Valley Online Banking service must remain active in order to access the Bill Pay Service. If Bank of the Valley Online Banking deactivates, your Bill Pay Service will also be deactivated. At our sole discretion, we may suspend your access to and use of the Bill Pay Service at any time and without notice to you.

## **Termination**

We reserve the right to terminate your use of the Bill Pay Service at any time without prior notice to you.

If, for any reason, you should want to terminate your use of our Bill Pay Service, we recommend that you cancel all future Payments and transfers at the same time you terminate the Service, either by deleting the Payments yourself or by contacting the Bank as stipulated below. We will delete all outstanding payments (both one-time and recurring), as part of your Service termination.

We are not responsible for any fixed Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all Payments made by us on your behalf through the Bill Pay Service.

Should you opt to discontinue any of the Services to which this Bill Pay Agreement pertains, contact the Bank at (402) 367-4334 or write to us at Bank of the Valley, PO Box 7, Bellwood, NE 68624.

## **Consent to Electronic Delivery of Notices**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Bill Pay Agreement and other associated agreements and any future disclosures required by law may be made electronically by posting the notice on the Website, Bank of the Valley Online Banking, the Bank of the Valley Mobile Banking App or at our option by email or by SMS text message. You further agree to notify us immediately of any change to your e-mail address, phone number or mobile service provider. You agree that posting or providing of any notice or other type of communication required by this Bill Pay Agreement or any associated agreement and any future disclosures as described shall constitute full notice to you.

## **Agreement Assignment and Amendment**

We may also assign or delegate certain of its rights and responsibilities under this Bill Pay Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

We reserve the right to amend or cancel any of the provisions of this Bill Pay Agreement, including changes to any fees, costs or assessments. We may amend or cancel any provision or charge by disclosing the change electronically or in written form, and, at our discretion, by sending you notification in addition thereto. The Bill Pay Agreement will be updated on the effective date, unless immediate change is necessary to maintain the security of the Service or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made and it cannot be disclosed without jeopardizing the



security of the system, the Bill Pay Agreement will be updated within 30 days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the Services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Your continued use of any Service covered by this Bill Pay Agreement, constitutes agreement with any amendments made to the Bill Pay Agreement.

### **Incorporation by Reference**

The terms and conditions of the Online Banking Agreement, Mobile Banking Agreement and all other applicable Bank Documents are incorporated herein by this reference. To the extent of any inconsistency between this Bill Pay Agreement and the Online Banking Agreement, Mobile Banking Agreement or other applicable Bank Documents, this Bill Pay Agreement shall govern.

### **Trademarks**

IPay, iPay Consumer Bill Pay, iPay Business Bill Pay and Business Bill Pay-e are trademarks of Jack Henry & Associates, Inc.

**BANK OF THE VALLEY**  
**ACH Addendum to Bill Pay Agreement**

This ACH Addendum to Bill Pay Agreement (“ACH Addendum”) is an agreement between Bank of the Valley and any customer designating a Business (Commercial) checking account for use with the Bill Payment Service.

In this ACH Addendum:

“ACH” means Automated Clearing House, which is a network that coordinates electronic payments.

“NACHA” means the National Automated Clearing House Association/The Electronic Payments Association.

**ACH Rules**

You agree to comply with and be bound by the ACH rules as administered by NACHA.

**Authorization**

You authorize Bank of the Valley to originate electronic (ACH) transactions on your behalf to the Payees you designate via the Bill Pay Service.

**U.S. Law**

It shall be your sole responsibility that the origination of ACH transactions complies with U.S. law as stated in the NACHA rules. It shall also be your sole responsibility that the origination of ACH transactions comply with all applicable laws, regulations and orders, including, but not limited to, the sanctions laws, regulations and orders administered by OFAC; laws, regulations and orders administered by FinCEN; and any state laws, regulations or orders applicable to the providers of ACH payment services, including the sending of restricted transactions. Restricted transactions include but are not limited to transactions defined as restricted in Regulation GG, such as illegal Internet gambling.

**Transaction Types**

Types of ACH entries (transactions) in the Bill Pay System are limited to PPD, CCD, WEB and CIE.

**Termination**

Bank of the Valley or you may terminate this ACH Addendum and the Bill Pay Agreement to which it is attached at any time. Bank of the Valley may execute termination of this ACH Addendum and the Bill Pay Agreement to which it is attached upon notification to you and by deactivation of your Bill Pay Service. You may execute termination of this ACH Addendum and the Bill Pay Agreement to which it is attached by contacting the Bank at (402) 367-4334 or writing to us at Bank of the Valley, PO Box 7, Bellwood, NE 68624 to request deactivation of your Bill Pay Service. Any breach of NACHA rules or U.S. law will result in termination or suspension of this ACH Addendum, the Bill Pay Agreement and your Bill Pay Service upon notification to you. Any termination or suspension of this ACH Addendum and the Bill Pay Agreement to which it is attached shall not affect any of your obligations with respect to Payments

made via the Bill Pay System prior to such termination or suspension, or any other obligations that survive termination of this ACH Addendum and the Bill Pay Agreement.

**Right to Audit**

You agree that we have the right to audit your compliance with this ACH Addendum, the Bill Pay agreement, NACHA rules and U.S. law.