



ELECTRONIC BANKING AND BILL PAY SERVICES TERMS AND CONDITIONS

The following terms and conditions govern the manner in which BankDirect, (Us, We, Our) will provide Electronic Banking (also referred to as "Online Banking" and "Bill Pay") (collectively referred to herein as "Services") to You. By accepting these Service Terms and Conditions ("Agreement"), accessing Your deposit accounts and making use of the Services, and/or authorizing others to do so on Your behalf, You agree to be bound by this Agreement. We may amend the terms of this Agreement from time to time without notice, except as may be required by law.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES

RELATION TO OTHER AGREEMENTS

This Agreement and Your Guide to Electronic Banking (the "Services User Guide") are in addition to and cumulative with any account agreement You have with Us (an "Account Agreement"), including any fee schedules. In the event of a conflict between (a) this Agreement and/or the Services User Guide, and (b) any Account Agreement, the terms of this Agreement will apply. You should review the Account Agreement for applicable fees, transaction limitations on the number of transactions You can make and for other restrictions that might impact Your use of the Services for a particular Account.

NEW SERVICES

We may, from time to time, introduce new services or enhance the existing Services. We will notify You of the existence of these new or enhanced services. By using the services when they become available, You agree to be bound by the terms governing the new services.

ELECTRONIC COMMUNICATIONS

You agree that electronic mail or other electronic communications viewed or transmitted between Us through the Online Banking Service shall be treated as a "writing" and shall bind each of Us in the same way as a written communication. Unless otherwise provided under applicable law, any electronic communication You send to us will not be effective until We receive it and have had reasonable opportunity to act on it.

OUR CLIENT SUPPORT INFORMATION

Phone: 1.877.839.2737

Hours: Monday through Friday, 8:00 a.m. - 6:00 p.m. Central Time ("CT")

Non-Business Schedule:

The Client Support Center is closed on Sundays and the following holidays: New Year's Day; Martin Luther King, Jr.'s Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas Day.

Mail may also be addressed to:

BankDirect
Client Support Center
2350 Lakeside Blvd., Suite 800
Richardson, Texas 75082

Bill Pay Support Center:

Phone: 1.877.296.4127

Hours: Monday through Friday, 7:30 a.m. to 11:00 p.m. Eastern Time.

CONTACTING THE BANK VIA E-MAIL:

Regular Electronic Mail ("e-mail") transmissions may not be secure. We request that You do not send or request sensitive information such as account numbers, passwords, account information, etc. via any public e-mail system. All sensitive information should be sent via Our secure e-mail system in the Manage Your Account Section of the Services. If You send Us an e-mail message, You agree We may take a reasonable time period to act on Your e-mail. If You need immediate assistance, for example to report an unauthorized transaction, call the Client Support Center phone number noted above.

SERVICE PROVIDERS

You authorize Us to utilize third party service providers selected by Us to provide Services to You on Our behalf.

SCHEDULED MAINTENANCE

At BankDirect we strive to maintain continuous availability to our online services. In an effort to insure optimum system performance we have set aside specific times that we may perform maintenance to our online banking systems.

Telephone Banking, Online Banking, and Bill Payment services may be unavailable or allow for intermittent connectivity during times indicated below.

Wednesday night beginning at 11pm (Central Time) to 5am (Central Time) Thursday morning.

Sunday morning between 12:00 am - 8:00 am (Central Time)

COMPUTER EQUIPMENT

You are responsible for the installation, maintenance, and operation of the computer and related equipment You use to access the Services (collectively the "Computer") and browser software. The risk of error, failure, or non-performance is Your risk and includes the risk that You do not operate the Computer or software properly.

WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICES, OR ANY ELECTRONIC VIRUS OR VIRUSES THAT YOU MAY ENCOUNTER, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD. WE MAKE NO WARRANTY TO YOU REGARDING THE COMPUTER OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

UNAVAILABLE, DELAYED OR INACCURATE ACCOUNT INFORMATION

We strive to provide complete, accurate and timely information through the Services. However, unless required by law, We will not be liable to You if any such information is unavailable, delayed or inaccurate. With respect to electronic fund transfer problems, such as unauthorized transactions or Our failure to properly complete authorized transactions, please see the "Our Responsibilities/Liability" section of this Agreement for details on the extent of Our liability.

STATEMENTS

All payments and/or transfers made via the Services will be listed on Your monthly Account statements ("Statement") that You receive from Us.

CARE OF YOUR SECURITY CODE, ACCESS ID AND PASSWORD

The first time You access the Services, You will be asked to provide information to verify that You are an Account Holder and/or to otherwise identify Yourself. You will be assigned and/or asked to create an access ID, password or other security code. You agree that the use of access IDs and passwords is a reasonable method to authenticate Your transactions and those transactions which You authorize others to conduct for You.

You agree that You will not give Your access ID, password, or other security code, or make them available, to any other person. You are responsible for all transfers and payments You initiate or authorize through the Services. If You disclose Your access ID, password or other security code to any person, allow any person to obtain Your access ID, password or other security code, or permit any person to use the Services, You will have authorized that person to access Your Accounts and You are responsible for all transactions that person initiates or authorizes from Your accounts. If You believe that Your access ID, password or other security code has been lost or stolen, or that someone has made payments and/or transfers using Your access ID, password or other security code without Your permission, notify Us IMMEDIATELY by phone any time during Client Support hours or send an electronic message through the Services.

We are committed to the security of Our customers' accounts and account information, as described more fully in the "Financial Privacy Policy and Your Rights" section of the Terms and Disclosures Agreement. However, You must also take every precaution to ensure the safety, security and integrity of Your Accounts and transactions through the Services. We may, from time to time, recommend security guidelines. It is Your responsibility to follow such Guidelines.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will only disclose information to third parties about Your Account or the transactions that You make (1) where it is necessary or helpful for completing a transaction; (2) in order to verify the existence and condition of Your Account for a third party, such as a credit bureau or merchant; (3) in order to comply with reporting or other legal requirements; (4) if You give Us Your permission; (5) to otherwise conduct Our business; (6) as otherwise provided in Our "Financial Privacy Policy and Your Rights" disclosure; and (7) as otherwise permitted by law. Please refer to the "Financial Privacy Policy and Your Rights" disclosure for additional information on Our policies regarding information sharing.

CHARGES AND FEES

You agree to pay Us the fees and charges published by Us from time to time. Currently, there are no monthly fees for the Services. Designated Accounts are subject to normal account fees as set forth in Our Schedule of Fees applicable to Your Account.

DISPUTE RESOLUTION

Any dispute between You and Us under this Agreement that relate to any of Your Accounts are subject to the Dispute Resolution procedures in the Terms and Disclosures Agreement.

AMENDMENTS

This Agreement, the Services User Guide and applicable Services fees and charges may only be altered or amended by Us. In such event, We shall send notice to You at Your listed address or transmit notice of the alteration or amendment over the Services.

Your use of the Services following receipt of such notice constitute acceptance of such alterations or amendments.

Prior notice of a change need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of the system or an Account, or is otherwise required immediately by law or applicable regulation. However, if such a change is made permanent, We are required to provide notice of the change to You on or with the next regularly scheduled periodic statement or within thirty (30) days, unless disclosure would jeopardize the security of the system or an Account.

ENTIRE AGREEMENT

This Agreement, as it may be amended from time to time, together with any other disclosures or other documents incorporated herein by reference (including, but not limited to the Services User Guide and the Account Agreement) contains the entire agreement between You and Us and supersedes all oral conversations, other communications, and previous agreements, if any, with regard to the Services.

BUSINESS DAYS

For purposes of this Agreement, our Business Days are Monday through Friday, excluding Federal holidays.

LIABILITY FOR UNAUTHORIZED USE OF BILL PAY SERVICES

YOUR LIABILITY FOR UNAUTHORIZED PAYMENTS

This section applies to unauthorized Bill Pay Services transactions involving Your access ID, password or security code.

Notify us AT ONCE if You believe that Your access ID, password or security code has been lost, stolen or has been learned by an unauthorized person. You acknowledge and agree that such notification must be initiated by calling 877.839.2737 (Client Support) followed by written confirmation. Furthermore, You acknowledge and agree that the written confirmation must be received by us within 10 calendar days from the date of Your oral notification.

The risk to You in failing to notify us is the potential loss of all funds in Your Account, including up to the maximum overdraft line of credit. If You notify us within two (2) Business Days after You learn of the loss, theft or compromise thereof by an unauthorized person, Your liability is up to \$50 for an unauthorized Electronic Funds Transfer or series of related unauthorized Electronic Funds Transfers should someone use Your access ID, password or security code without Your permission.

If You DO NOT notify us within two (2) Business Days after You learn of the loss, theft or compromise thereof by an unauthorized person of Your access ID, password or security code and We can prove that We could have stopped someone from using Your access ID, password or security code had You informed us of the loss, theft or compromise thereof, Your liability could be as much as \$500.

Failure to notify us of any unauthorized Electronic Funds Transfer should someone use Your access ID, password or security code within 60 calendar days of when the first periodic statement which reflected such unauthorized activity was mailed or otherwise made available to You could result in additional losses by You of 100 percent.

At our discretion, We may extend the 60 calendar day timeframe when certain events prevent You from notifying us promptly, such as extended travel or hospital stay. Upon verification, We will extend the timeframe set forth herein to a timeframe deemed reasonable under such circumstances in accordance to Regulation E.

ERRORS AND QUESTIONS

In the event You discover any bill pay error, including, but not limited to, an unauthorized transaction involving Your access ID, password or security code, or if You discover any error on Your statement or receipt, notify us AT ONCE by calling 877.839.2737 (Client Support), followed by written confirmation. You acknowledge and agree that the written confirmation must be received by us within 10 calendar days from the date of Your oral notification.

We will investigate whether an error occurred within 10 Business Days after We have received notice from You and will correct any error promptly. In the event We determine during our investigation that We need more time to complete Our investigation, We may take up to 45 calendar days to investigate Your notice of an error. Furthermore, if We determine that the alleged error involves a transfer which results from a point of sale transaction, or a transaction initiated outside a state, territory or possession of the U.S., We may take up to 90 calendar days (instead of 45) to investigate.

Upon determination that We need 45 or 90 calendar days to complete our investigation, We will provisionally credit Your Account within 10 Business Days of Your oral notice in the amount of the alleged error so that You will have use of such funds until Our investigation is complete. You acknowledge and agree that the provisional credit is reversed if You do not provide Us with Your written confirmation within 10 calendar days from the date of Your oral notice.

In the event Your Account is new and Your notice of an alleged error concerns an Access Device transaction that occurred within 30 calendar days after You made the first deposit to Your Account, We may take 20 calendar days (instead of 10) to investigate. You acknowledge and agree that the written confirmation must be received by Us within 10 calendar days from the date of Your oral notification. If We determine that We need more time to complete Our investigation, We may take up to 90 calendar days to investigate Your notice of an error.

Upon determination that We need 90 calendar days to complete Our investigation of the error on Your new Account, We will provisionally credit Your Account within 20 Business Days of Your oral notice in the amount of the alleged error so that You will have use of such funds until our investigation is complete. You acknowledge and agree that the provisional credit is reversed if You do not provide us with Your written confirmation within 10 calendar days from the date of Your oral notice.

Notwithstanding the foregoing, new or existing Account, We will advise You as to the results of our investigation within three (3) Business Days of completion and if applicable, that the provisional credit is final. Furthermore, if We determine that an error did occur, We will correct the error within one (1) Business Day after our discovery. In contrast, if We determine that an error did not occur, We will advise You as to the date We will debit Your Account for the provisional credit.

We will honor all Items for five (5) Business Days after We have debited Your Account in an amount up to the provisional credit. Thus, only Items that would have paid had the provisional credit been in place will be honored. Furthermore, We will provide You with a written explanation detailing our decision that an error did not occur. You may request a copy of all documents used in our investigation. We request that all written confirmation and requests for documentation be mailed to our corporate office:

BankDirect
Attn: Client Support
2350 Lakeside Blvd., Suite 800
Richardson, Texas 75082

Business Days: Monday through Friday (excluding Federal holidays)
Business Hours: 8:00 a.m. - 6:00 p.m. Central Time
Phone: 877.839.2737 (Client Support)
Fax: 877.839.2738 (Client Support)

OUR RESPONSIBILITIES/LIABILITY

We, or Our third party service provider, are responsible for completing funds transfers and bill payments from Your eligible Account(s) according to Your properly entered and transmitted instructions. However, We are not responsible for confirming such information, monitoring or refusing to process duplicate payment instructions. Under no circumstances will We or Our third party service provider be liable if We are unable to complete any payments and/or transfers initiated in a timely manner via the Services because of the existence of any one or more of the following circumstances:

1. You do not obtain Confirmation Number at the time You initiate a payment and/or transfer.
2. The designated Account does not contain sufficient funds to complete the payment and/or transfer.
3. The designated Account is closed, frozen, or otherwise inactivated.
4. We have identified You as a credit risk and have chosen to (i) make all payments and/or transfers initiated by You via the Services utilizing a paper, as opposed to electronic, method, or (ii) to terminate Your subscription to the Services.
5. The Services, or any communications link is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
6. If You have not provided Us with the correct instructions including, without limitation, the name, address, account number, and payment amount for a bill payment.
7. A Payee mishandles or delays handling payments sent by Us.
8. Circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside source) prevent or delay the proper execution of the transaction.
9. If a legal order directs Us to prohibit withdrawals or transfers from the designated Account or the withdrawal or transfer is otherwise prohibited by law.
10. If any third party through whom any payment or transfer is to be made fails to properly transmit the payment or transfer.
11. If You or anyone You allow to use the Services, commit fraud or violate any law or regulation.
12. If You do not use the Services properly.

We shall not be liable for late charges, interest, penalties or other amounts incurred by You for Your failure to allow sufficient time for processing and delivery of any Payments or Transfers so long as We have complied with the provisions of this Agreement.

Unless otherwise required by law, We will not be liable to You under any circumstances for special, indirect, or consequential damages, including, without limitation, loss profits or attorneys' fees, even if We are advised in advance of the possibility of such damages.

LATE FEES

Subject to the Limitations set forth in this Agreement, including those in the "Our Responsibilities/Liability" section, if You follow the procedures described in this Agreement and the Services User Guide, and You are assessed a penalty or late charge We will reimburse You for that late charge up to a maximum of one hundred dollars (\$100.00) upon presentation of reasonable proof. In the event that You do not adhere to the obligations set forth in this Agreement, or You schedule a payment less than the number of Business Days before the due date required for a particular Payee, You will bear full responsibility for all penalties and late fees and We will not be liable for any such charges or fees. The Service assumes no liability for the late posting or misapplication of payment once funds are received by Payees. This absence of liability, however, does not preclude Us or Our third party service provider from working to resolve these types of issues when they arise.

BUSINESS AND OTHER NON-CONSUMER ACCOUNTS

In addition to other limitations set forth herein and as provided by law, the error resolution and liability provisions applicable to Consumers and Consumer Deposit Accounts on or with any periodic statements or other communications and/or documents You may receive from Us, if any, do not apply to Non-Consumer Accounts, with the exception of debit card activity. For purposes of this Agreement, "Consumer Account" means a deposit account owned by one or more individuals and used for personal, family or household purposes. Other accounts, including business accounts, are considered "Non-Consumer Accounts."

If Your Account is a Non-Consumer Account, You agree to notify Us immediately if You discover any unauthorized transactions or error, or believe such transactions or errors have been made. We must receive notice of, and at Our request, an affidavit regarding the problem within a reasonable time (not to exceed fourteen (14) calendar days) from the date of discovery or Your receipt of the first Statement, report or notice reflecting the problem, whichever occurs first. You also agree to (i) keep all access IDs, passwords or other security codes strictly confidential, disclosing them only to trusted employees who have access to them in order to perform their employment duties; (ii) instruct those employees that they are not to disclose access IDs, passwords or other security codes to any other person; and (iii) establish and maintain all procedures necessary to assure the access codes, passwords and other security codes will be maintained in strictest confidence. You agree to immediately notify Us if Your access IDs, passwords or other security codes become known to an unauthorized person or You believe they may have become known to an unauthorized person. You understand and agree that the security procedures used by You and Us in connection with the Services are to be used to verify the authenticity and validity of communications, including requests for funds transfers, received by Us in Your name, and are not intended to detect errors in such communications.

If any person authorized access through the Services to conduct transactions on any Non-Consumer Account is no longer authorized, it is Your responsibility to notify Us. We shall not be liable or responsible to You for any transactions conducted on a Non-Consumer Account by any person whose authority to conduct transactions is no longer in effect until We have received notice and had a reasonable time to act upon such notice.

LIABILITY FOR UNAUTHORIZED USE OF BUSINESS ACCOUNTS

If Your Account is a Non-Consumer Account, You agree that the amount of any claim You bring against Us in connection with any Account or banking transaction with Us is subject to reduction and offset on the basis of Your negligence or failure to use reasonable care on Your part, or the part of any other owner or signer on the Account or that of any authorized user of the Services, or any of Your agents or any of Your employees which contributed to the loss which is the basis of Your claim; and, to the extent to which damages could not be avoided by Our use of ordinary care.

UNLESS PROHIBITED BY LAW, YOU FURTHER AGREE THAT OUR LIABILITY WITH RESPECT TO SUCH CLAIM WILL BE LIMITED TO THE FACE VALUE OF AN ITEM OR TRANSACTION IMPROPERLY DISHONORED OR PAID OR THE ACTUAL VALUE OF ANY DEPOSITS NOT PROPERLY CREDITED OR WITHDRAWALS NOT PROPERLY DEBITED, AND THAT NO LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNATIVE DAMAGES WILL EXIST OR CAN BE ASSERTED BY YOU AGAINST US.

In addition, unless prohibited by law, You agree to reimburse Us for any liability, loss, cost and expense We may incur in connection with Your Account except to the extent they are caused solely by Our intentional misconduct.

CANCELLATION/TERMINATION OF SERVICES

We reserve the right to terminate Your use of the Services, in whole or in part, at any time without prior notice or reason, except as required by law. Your Online Banking and/or Bill Pay services will be automatically deactivated if not used within a six (6) month period. You may cancel Your subscription to the Services, upon thirty (30) days prior notice to Client Support. You will be responsible for all payments and/or transfers You have requested prior to termination and for all other charges, fees, and taxes incurred. Be sure to cancel all outstanding payment and/or transfer orders within the 30 day notification period. We will not be liable for payments and/or transfers not cancelled or made due to Your actions or omissions related to Service termination.

YOUR GUIDE TO ELECTRONIC BANKING

BankDirect, is leveraging the power of the Internet to create convenient, competitive banking products and responsive service. BankDirect empowers our customers and provides real value - with products that truly affect Your bottom line, service that exceeds Your expectations, and a single location You can visit from Your location any time of the day or night.

And as an FDIC-insured financial institution that uses the latest technology, BankDirect provides our customers with reliable, secure banking.

ONLINE BANKING BENEFITS

With BankDirect's Online Banking system, You can review Your account information and transactions, pay Your bills, manage Your account, send and receive secure e-mail messages, change Your password and even communicate with our experienced Client Support staff all quickly and easily from the comfort of Your home - or wherever You happen to be. These services provide secure access at any hour of the day or night, keeping You in control of Your transactions.

CLIENT SUPPORT

When You have questions or need assistance, in addition to Your Guide to Electronic Banking, You have several resources at Your fingertips: The Online Help section of the Online Banking system, Client Support through Online Banking and Manage Your Account, and Client Support via e-mail or telephone.

IT'S A SIMPLE START AND IT'S SECURE

Just go to **www.bankdirect.com** and click on Log In.

The first time You enter the Online Banking system You will be prompted to change the temporary Access ID and Password to one only You know. You will also be prompted to complete Your Passport information, which adds a layer of authentication to the login process for added customer security.

YOUR ACCESS ID AND PASSWORD MUST BE:

- Minimum of 8 characters
- Case sensitive
- Alpha-numeric

YOUR PASSPORT ENROLLMENT WILL REQUIRE:

- Choosing security questions and inputting the answers
- Providing an email address
- Assign a Passport description to the generic Passport Image
- Selecting Personal or Public computer

Note: Once logged in, You may change Your Passport Image by clicking the Account Options button and selecting Change Security Data.

Remember to protect these codes just as You do Your ATM PIN, and change them often. If You forget Your Access ID and/or Password, call Client Support. You will be asked questions based on the personal information You provided when You opened Your account. If Your answers confirm this information, Your Online Banking Access ID and/or Password will be reset.

Important Note: For Your added protection, the Access ID/Password to login Online Banking is not automatically synchronized. The Access IDs and Passwords are separate and the password can be changed by You at any time through the appropriate section(s).

Here are the activities You can complete by section:

ONLINE BANKING SERVICES

ACCOUNTS

View a listing of Your accounts that are tied to Online Banking. Simply click on one of Your accounts to receive activity, balance and interest information. As a security feature, the Account link alerts You to the last time the system was accessed.

ACCOUNT BALANCES

You can use the Online Banking Service to view the balances in the Deposit Accounts that You have enrolled in the Service. Your Account balances will generally be current as of the time of Your inquiry. However, please be aware that pending transactions may impact Your Account balances and funds availability. The online information provided to You may not include all pending Account transactions (e.g., outstanding checks) and may include funds that are not available for immediate withdrawal. Balances and Account activity are updated by the next Business Day.

VIEWING ACCOUNT HISTORY

The Online Banking Service allows You to review transaction information for Deposit Accounts enrolled in the Service. If the Account is a checking Account, You may view a minimum of 3 months (including the current month) of transaction information through the current date; for other Accounts, You may review all available information, including Certificate of Deposit maturity dates and dividends. Account activity is updated every Business Day.

FUNDS TRANSFER

You may transfer funds between eligible Deposit Accounts which You own or control (either individually or jointly with others), and from which You have an unrestricted right to withdraw funds ("Transfer"). Online Banking transfer requests received by us prior to our cut-off time, which is currently **6:00pm Central Time (CT)**, on any Business Day will be processed on that Business Day. Online Banking transfer requests received by us after the cut-off time or on a day that is not a Business Day will be processed on the next Business Day. We reserve the right to change our Transfer cut-off time.

You may also schedule Transfers to be initiated on a future date, or on a recurring basis. You may schedule Transfers to recur at regular weekly, monthly, quarterly, semiannual or annual intervals or other intervals We may make available for up to ten (10) years ("Recurring Transfer"). If a Recurring Transfer falls on a non-Business Day, the Transfer will be executed on our next Business Day. If You cancel a Recurring Transfer on one occasion, all future Recurring Transfers will also be cancelled.

Except for the Online Banking Express Transfers which are completed immediately, You may cancel or modify a pending Online Banking transfer up to **6:00pm Central Time (CT)** the same Business Day You schedule for transfer.

You must receive a Confirmation Number for any Transfer request. If You do not receive a confirmation number, the Transfer will not be processed, and We will not be liable for any failure to make the Transfer.

The maximum dollar limit of any Transfer is equal to the available balance in the Account from which the Transfer is to be made. You acknowledge and agree that You must have sufficient funds in the selected Account to cover the amount of any Transfer. We may process Transfers that exceed Your available balance, but are not obligated to do so. If We do, You agree to immediately pay the overdraft and any fees incurred. We may discontinue permitting overdrafts at any time, without prior notice. The amount of applicable fees is set forth in the Fee Schedule applicable to Your Account. We are under no obligation to notify You if We do not complete a Transfer because there are insufficient funds in Your Account to process a Transfer request.

BILL PAY SERVICES

Bill Pay offers an alternative to the traditional method of paying bills. You can handle almost any type of payment electronically through Bill Pay and schedule payments to be made on specific dates. Bill Pay provides You with a confirmation number every time You make a payment and it keeps track of Your payment history. These features make Bill Pay an excellent record keeper! You no longer have to keep track of the payments You've made because Bill Pay does it for You. No more writing checks, no more postage stamps, no more check register.

ELIGIBLE ACCOUNTS AND PAYEES

Only checking Deposit Accounts can be enrolled in the Bill Pay Service. Savings, certificates of deposit, or money market Accounts are not eligible for this Service.

We reserve the right to restrict Payees or categories of Payees to whom payments may be made using the Bill Pay Service from time to time. We recommend that You do not use the Service to pay alimony, child support, tax, and other court-directed or government payments, fines, or penalties. Payments, additional fees, penalties or other losses associated with payments to these types of Payees are Your sole responsibility.

SCHEDULED PAYMENTS

Payments that are made on future dates, which You specify, are called scheduled payments. These include single payments and recurring payments. The first payment date can be up to 12 months in advance.

TYPES OF PAYMENTS

Bill Pay gives You the flexibility to pay a:

- Bill—by selecting Pay a Bill, You can pay anyone from Your credit card company to Your lawn care service.
- Person—by selecting Pay a Person, You can pay an individual electronically if they have a U.S. bank account and have a valid e-mail address.
- Charity—by selecting Send to a Charity, You can make a donation to numerous charities.
- Gift—by selecting Send a Gift, You can send a gift check for those special birthdays, wedding anniversaries, graduations or just because.

These types of payments can be made as:

- A single payment is paid at a time You specify.
- A recurring payment is scheduled to repeat as many times as You specify at intervals such as monthly, bi-monthly and annually for up to 10 years.

IMPORTANT BILL PAY TIMELINES

- You must allow at least five (5) business days prior to the due date for each payment (single or recurring) to reach the payee by the due date. It is Your responsibility to schedule payments a sufficient number of business days in advance of its due date so that it is delivered to the payee by the due date.
- For Check payments, the number of days to allow payments to reach the payee depends on the location of the payee. Please use the following recommendations to ensure Your payments are received on time.

For payees located:

- Central or Eastern regions of the U.S., a minimum of five (5) business days
 - Midwest region, a minimum of seven (7) business days
 - West coast and Hawaii regions, a minimum of eight (8) business days
- For Electronic payments, allow a minimum of three (3) business days.
Note: Additionally, due to circumstances beyond the control of the service, particularly delays in handling and posting payments by the payee, some transactions may require a few days longer to be credited by the payee to Your account..
 - For life impacting payments such as mortgage, auto and insurance, We strongly encourage You to avoid scheduling within the grace period.
 - Single payment requests must be received prior to the cut-off time set by BankDirect, which is currently **2:00pm Central Time (CT)**, on the scheduled date. This cut-off time may be changed by BankDirect giving notice to You of the new cut-off time. Single payment requests received after the cut-off time, or at any time on a non-business day, will be processed the next business day.
 - For recurring payments, if the scheduled date is the 29th, 30th or 31st of a month and that date falls in a month whose last day is sooner than the 29th, 30th or 31st (as applicable), the payment will be processed on the first business day of the following month.
 - The Payment Date indicated by You must always be a "Business Day". Business days are Monday through Friday excluding Federal banking holidays. If it is not scheduled on a business day, the Payment Date will either be the first business day after the date indicated, or the previous business day before the date indicated determined by You.

PAYMENTS CANCELLATION/MODIFICATION

Use this feature to pay a bill, pay a person, send to a charity and/or send a gift, by scheduling a single or recurring payment. Within the payment section, You may view Your scheduled payments, view Your payment history, add a new payment account and/or view Your bill pay accounts. You may also, review and/or edit Your scheduled payments (single and recurring) and delete a selected payment before the payment occurs.

- You can change information, depending on the type of scheduled payment:
- Single payment - You can change the amount and date of the payment and the bank account from which the payment is to be made.
- Recurring payment - You can change the amount, next payment date and all future payments.
- You may cancel or change a scheduled or recurring payment up until **2:00pm Central Time (CT)** on the day Your payment is processed.
 - If You choose to skip a recurring payment on one occasion, all future recurring payments will remain scheduled
 - You may change a recurring payment amount
 - Important - If You change the recurring date, You must stop the recurring payment first and then add a new recurring payment with the new date.
 - Completed payments cannot be canceled or changed. If You have a question about stopping a payment after 1:00 p.m. CT on the Transaction Date, call the Bill Pay Support Center as soon as possible at 1.877.296.4127 (Monday through Friday, 7:30 a.m. to 11:00 p.m. Eastern Time)

Payment Limitations - The maximum dollar limit on Your total payment transactions is equal to the available balance in Your Account from which the payment(s) is to be made, but cannot exceed \$99,999.99 per business day.

Transfer and Pay a Person Limitations - The maximum dollar limit on Your total transfers/pay a person may not exceed \$10,000.00 per business day without Our prior approval.

PAYMENTS/PAYMENT DATE

Funds will arrive at Your targeted Payee and/or Account as close as reasonably possible to the date designated by You in Your payment and/or transfer instruction (Payment Date). Subject to the terms and conditions of this Agreement, You authorize Us, and any third party acting on Our behalf, to choose the most effective method to process Your payment and/or transfer, including, without limitation, electronic, paper or some other draft means. For each properly instructed payment to an eligible Payee and/or transfer to a targeted Account You will receive a transaction confirmation number ("Confirmation Number").

The Payment Date indicated by You must always be a Business Day. If it is not, the Payment Date will either be the first Business Day after the date indicated, or the previous Business Day before the date indicated as determined by You.

Unless You receive a Confirmation Number, We shall not be liable for any failure to make a payment and/or transfer, including any finance charges or late fees incurred as a result. It is also important that the Payment Date be on or before the Payee due date. Since the time for Us to process Your payment varies according to the particular Payee, You must

become familiar with the payment processing time for each Payee You desire to pay, and allow the appropriate number of Business Days between the day You input Your payment instruction and the Payment Date.

TRANSFERS

Use this feature to transfer funds from Your account with us, to Your account at another financial institution. You will be able to make a single or recurring transfer, view Your scheduled transfers and view Your transfer history.

PAYEES

Within the Payees section, You may set up Your list of payees, change information and delete a payee.

To add a payee, You will be prompted to enter the name of the payee, account number, zip code, etc. Once You confirm that the information entered is correct, it may take approximately 3 business days to verify and confirm the payee information before the payment can be processed.

Important Note: In order to pay a bill electronically, every payee(s) You want to pay must be in Your personal payee list together with all account numbers You have with each payee. If You do not provide the correct payee and account information, Your payments may not be successfully completed. Your bank statement reflects how Your payments are made. Electronic and paper payments include the payee name.

We reserve the right to refuse any payee

We reserve the right, at our sole discretion, to refuse to complete any payment instruction You may submit. We will notify You promptly if We decide to refuse to pay any designated payee. Payments to settle securities purchases, payments to interest bearing accounts, tax payments or court ordered payments (e.g., alimony or child support payments) are discouraged. Payments, additional fees, fines, penalties or other losses associated with payments to these payees that are delayed or improperly addressed or credited are Your sole responsibility.

ADDITIONAL BILL PAY FEATURES

- **Preferences**-Within the Preferences area, You can schedule and view Your scheduled e-notifications, change Your contact information, change Your default settings and view Your security features.
- **Calendar**-Within the Calendar section; You can view Your payment calendar and Your scheduled reminders.

HOW BILL PAY MANAGES INSUFFICIENT FUNDS

- If funds are not available on the requested processing date, Your transfer or bill payment may be cancelled. If cancelled, You will be required to reschedule the payment because the Bill Pay system will only try to process the payment one time.
- If a recurring payment is cancelled, future payments on the recurring schedule will not be affected; however, You will need to reschedule the cancelled payment if You want it to be paid.

IMPORTANT THINGS TO KNOW ABOUT BILL PAY

There are three important considerations when using Bill Pay services:

1. You should never schedule payments to arrive later than the due date.
2. Always verify that sufficient funds are available to pay Your bill.
3. Review Your payee information regularly to ensure that Your account number, the billing address or other important information is correct and current. Reviewing this information is very important to ensure that Your payments are made when You need them to be there without late fees.

When You schedule a payment, it will be paid by using one of the following methods:

- If Your payee accepts electronic payments, funds will be transferred from Your account to the payee according to Your scheduled date and amount.
- If Your payee does not accept electronic payments, and if We are unable to process Your payment electronically, We will withdraw the funds from Your account and create a check that will be mailed by U.S. Mail. In either case, You should schedule Your payments as suggested, for payees located:
 - Central or Eastern regions of the U.S., a minimum of five (5) business days
 - Midwest region, a minimum of seven (7) business days
 - West coast and Hawaii regions, a minimum of eight (8) business days
- Electronic payments, allow a minimum of three (3) business days

Note: For life impacting payments such as mortgage, auto and insurance, We strongly encourage You to avoid scheduling within the grace period.

- It is the payee's responsibility to post the payment in a timely manner. For payees who do not accept electronic payments, it is strongly encouraged to schedule Your payment more than 5 business days in advance so the payee has ample time to actually post Your payment. We make every effort to mail the check so that it arrives by the payment date You specified.

EXPORTING TRANSACTION INFORMATION

Export transaction information for use with a personal finance application, such as Quicken or Microsoft® Money.

To Export transactions into a personal application:

Complete the Transaction Search options on the Transaction Menu screen, then click the **Export** button to complete the export process, or click the **Display** button to display a complete list of transactions. Select the **Export** check box for each item to be exported. If the check box in the title bar is selected, all displayed items are automatically selected for export. If the check box is then deselected, all displayed items will not be exported.

- **Important Note:**
 - Special printing is available on export item lists
 - Only download transactions from the previous day to prevent a double entry, not current day.

There are six types of transfer formats that can be selected from the drop-down **Transfer List** box. The list below details the format type and its associated program.

Format Type	Associated Program
CSV	Comma Separated File
QIF	Intuit® Quicken
QFX	Intuit® Quicken
OFX	Microsoft® Money
IIF	Intuit® QuickBooks
QBO	Intuit® QuickBooks
Quicken is a product of Intuit®. QuickBooks is a product of Intuit®. Microsoft Money is a product of Microsoft®.	

HOW TO USE MANAGE YOUR ACCOUNT

The Manage Your Account section of the web site is available for customers to perform administrative functions at the bank such as re-ordering checks and deposit slips, requesting a copy of a statement, updating Your information, etc.

The following is a partial list of functions currently available through the Manage Your Account section. As options are frequently altered and added, please see the web site for the most current functionality.

- Send/receive secure emails
- Apply for a Visa® CheckCard or ATM card
- Re-order checks
- Re-order deposit slips
- Request bank by mail envelopes
- Request a wire transfer
- Update Your account information

IT'S SECURE

To enter the Manage Your Account section, just log into Online Banking and click on the Manage Your Account link. If You cannot find this link, contact Client Support at 877- 839-2737 for assistance.

The first time You enter the Online Banking system You will be prompted to change the temporary Access ID and Password to one only You know. Your Access ID and Password must be:

- Minimum of 8 characters
- Case sensitive
- Alpha-numeric

Remember to protect these codes just as You do Your ATM PIN, and change them often. If You forget Your Access ID and/or Password, call Client Support. You will be asked questions based on the personal information You provided when You opened Your account. If Your answers confirm this information, Your Online Banking Access ID and/or Password will be reset.

YOUR 24 HOUR TELEPHONE BANKING SYSTEM

You can check the balance on Your account(s), transfer funds, pay bills, and much more- any time, any where, 24/7.