



## AGREEMENT FOR JBT ONLINE BILL PAY SERVICE

### INTRODUCTION

This is your bill paying agreement with JONESTOWN BANK & TRUST CO. (JBT). JBT Online Bill Pay Service ("Service") allows you to direct JBT to make payments from your designated checking 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, disclosures and other documents in effect from time to time governing your account.

### BILL PAY SERVICE DEFINITIONS

**"Agreement"** means these terms and conditions of the bill payment service.

**"Billing Account"** is the checking account from which all Service fees, if any, will be automatically debited.

**"Business Day"** is every Monday through Friday, excluding Federal Reserve holidays or other days banks are legally closed.

**"Consumer Account" or "Personal Account"** refers to an account used primarily for personal, family, or household purposes.

**"Daily Cut-off Time"** is 3:00 pm each business day

**"Default Pay From Account"** is the checking account from which bill payments will be automatically debited.

**"Deliver by Date"** is the estimated date the Payee will receive the payment; it is not, however, a guarantee of delivery on that date.

**"Due Date"** is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period. This is the day you want your Payee to receive your bill payment.

**"Nonpersonal Account"** refers to an account used primarily for business or other non-consumer purposes

**"Payee"** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

**"Payment Instruction"** is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

**"Process Date"** is the date your Default Pay From Account will be debited. If the Process Date falls on a non-Business Day, it will be the first Business Day before the designated Process Date

**"Scheduled Payment"** is a payment that has been scheduled through the Service, but has not begun processing. The option to "Edit" or "Stop" these payments will still be available.

**"Service"** means the bill payment service offered by JONESTOWN BANK & TRUST CO., through JBT Online Banking Service.

**"We", "Our", "Us", "JBT", and "Bank"** mean Jonestown Bank & Trust Co.

**"You", "Your", or "Customer"** means each accountholder or other person the accountholder has authorized to use this service.

### ACCESSING THE BILL PAY SERVICE

JBT Online Bill Pay Service is available through JBT's Online Banking website. You will need to enter your Online Banking User ID and other credentials to access JBT Online Bill Pay Service.

### SCHEDULING PAYMENTS

The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the

application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payee(s).

**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 prior to the daily cut-off time on that date.

A single payment submitted after the cut-off time on the designated Process Date will be processed on the next 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 before the designated processing date.

**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), it is adjusted based upon the following rules:

If the recurring payment’s “Pay Before” option is selected, the Process Date for the new occurrence of the payment is adjusted to the first business date prior to the calculated Process Date.

If the recurring payment’s “Pay After” option is selected, the Process Date for the new occurrence of the payment is adjusted to the first business date after 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.

#### **CANCELLING A PAYMENT**

You may cancel or change any Scheduled Payment (including recurring payments) any time prior to the cut-off time on the scheduled processing day “Process Date”. There is no charge for cancelling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited.

#### **STOP PAYMENT REQUESTS**

Stop Payment requests cannot be submitted for an electronic payment once the payment process is complete.

The Service’s ability to process a stop payment request on a non-electronic payment will depend on the payment method, such as by electronic to check or draft, and whether or not the check or draft has cleared. The Service may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

#### **ADDITIONAL PAY FROM ACCOUNTS**

While additional Pay From Accounts can be added through your bill pay profile any requests to add additional accounts will be in a pending status until approved by JBT. You must be an owner of any account added to your profile. Pay From Accounts are subject to the preauthorized electronic fund transfer limits disclosed on the Electronic Funds Transfer Act disclosure you were provided at account opening, as revised from time to time.

#### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Service. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date

designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

#### **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a draft payment. Funds remitted to the Payee by an electronic payment method are deducted from your Pay From Account immediately. Funds remitted to the Payee by a draft payment are deducted from your Pay From Account when the draft is presented to your financial institution for payment.

#### **PAYEE LIMITATION**

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

#### **PAYEE PROHIBITIONS**

Payments to Payees outside of the United States are prohibited through the Service. This does not include payments to Payees with APO's / EAO's addresses or US territories.

#### **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims for damages resulting from your scheduling of these types of payments. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

#### **RETURNED PAYMENTS**

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Pay From Account. You will be notified of any Returned Payments on your Bill Pay Home Page under the Message box.

#### **SERVICE GUARANTEE**

While we will make every effort to deliver your payment as scheduled we are not liable for any failure of the payment to arrive on time. The Service shall incur no liability and makes no warranty if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Pay From Account or causes funds from your Pay From Account to be directed to a Payee that does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Pay From Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges. If the Service encounters a file processing delay caused by an internal issue, we will contact the Payee. We will explain to the Payee what happened and work with them to reverse any fee they may have charged you. However, there is no guarantee that we will make any refunds.

## **ELECTRONIC BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payee(s) directly if you do not receive your statement(s). This Agreement does not alter your liability or obligations that currently exist between you and your Payees. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

**Information Provided to the Payee** - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers, and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Service and/or bill information.

**Activation** - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

**Authorization To Obtain Bill Data** - Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

**Notification** - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

**Cancellation of Electronic Bill Notification** - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**Non-Delivery of Electronic Bill(S)** - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

**Accuracy and Dispute of Electronic Bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

## **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 1-866-870-9782.

## **UNAUTHORIZED TRANSACTIONS IN YOUR PERSONAL ACCOUNT(S)**

**Liability** -- Notify us at once if you believe another person has improperly obtained access to your account, your User ID, or your password and has or may attempt to use this Service without your permission. Also notify us at once if someone has transferred or may transfer money from your JBT account without your permission or if you suspect any fraudulent activity on your account. If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

**Errors and Questions** -- In case of errors or questions about transactions on your personal account, you should as soon as possible notify us via one of the following:

1. Telephone us at 1-866-870-9782
2. Contact us by using the Service's e-messaging feature; and/or,
3. Write us at:  
JBT Online Bill Pay Service  
801 N Black Branch Rd  
Elizabethtown, KY 42701

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

## **UNAUTHORIZED TRANSACTIONS IN YOUR NONPERSONAL ACCOUNTS**

**Liability** – JBT will not be liable to you for any losses caused by your failure to properly use the Service and/or control access to the Service. However, you should notify us at once if you believe another person has improperly obtained access to your account, your User ID, or your password and has or may attempt to use this Service without your permission. Also notify us at once if someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. To verify the existence or condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders;
6. If you give us your written permission, or

7. As explained in JBT's Privacy Disclosure.

### **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Pay From Account. If we are unable to complete the transaction for any reason associated with your Pay From Account (for example, there are insufficient funds in your Pay From Account to cover the transaction), the transaction will not be completed.

If we issue a Draft Payment and there are insufficient funds in your Pay From Account to cover the Draft Payment, you will be notified via your JBT Online Banking homepage and/or by email message. Refer to your Deposit Account Agreement and Disclosure and Fee Schedule concerning your liability and applicable fees.

### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you on your JBT Online Banking homepage and/or via email message. When you access the Service the next time you will be asked to read and accept the changes prior to using the Service. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the Service or by contacting Customer Service. Any changes in your Account should also be made in accordance with the procedures outlined within the System's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Pay From Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Pay From Account or contact information.

### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the Service, or you may contact customer service via one of the following:

1. Telephone us at 1-866-870-9782;
2. Contact us by using the Service's e-messaging feature; and/or,
3. Write us at:

JBT Online Bill Pay Service  
801 N Black Branch Rd  
Elizabethtown, KY 42701

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

**DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute in accordance with the terms and provisions of this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail. This Agreement may only be modified in writing. No oral changes to this Agreement shall be enforceable or effective.

**ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

**INTEGRATION CLAUSE**

This Agreement includes all of the terms and provisions of any deposit account agreement, including online banking and other agreements, between you and JBT as if referred to fully at length herein.

**INDEMNIFICATION CLAUSE**

You hereby agree to indemnify and hold harmless JBT, its employees and agents for any liability which is the result of your failure to abide by the terms and provisions of this Agreement or any negligence on your part.

**SEVERABILITY CLAUSE**

The terms, conditions, definitions and provisions of this Agreement are hereby deemed to be severable. If for any reason any term, condition, definition, or provision of this Agreement is found to be unenforceable, such a finding shall have no effect upon the remaining terms, conditions, provisions, and definitions of the agreement, and such terms, conditions, provisions, and definitions shall remain fully binding and enforceable between the parties to this Agreement.