



ONLINE PAYMENT TERMS AND CONDITIONS

Online Bill Payment Service: Terms of Use

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS UPON WHICH PROVIDES CUSTOMERS ACCESS TO AND USE OF ONLINE BILL PAYMENT SERVICES. PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY CLICKING THE "I AGREE" BUTTON AND BY USING THE ONLINE BILL PAYMENT SERVICE, YOU AGREE TO AND ACCEPT THESE TERMS AND CONDITIONS.

Last updated: August 6, 2023

Introduction/Acceptance of terms

The "Issuer" ("we", "our" or "us") offers our Purchase Account Customers ("you" or "your") access to and use of online bill payment services (the "Service") through SmartView® (the "Site") on the following terms and conditions (this "Agreement") and on the terms and conditions set forth in our Website Terms and Conditions ("Online Terms"). The "Issuer" means the bank or financial services company who issues the Account, its successors and assignees. The current issuer of your account was identified in your Account Agreement. Capitalized terms used herein without definition have the meanings set forth in the Online Terms. This Agreement supplements the terms and conditions Online Terms as well as your Financial Account Agreement and/or other written agreement(s) with your issuer.

Services offered

The Issuer's Online Bill Payment Service allows you to pay your credit account bills directly from your checking account in the amounts you request. Subject to this Agreement, you may make same day payments, schedule future payments, and/or set up recurring payments.

User I.D. and password

Use of the Service requires you to have an account role with permissions to set up AutoPay. Your account credentials should not be shared and used only by you.

You agree to be solely responsible for the confidentiality and use of your account credentials as well as for (i) any communications transmitted to the Issuer or any third party from your account, (ii) any funds transfers authorized through the Service using your account, (iii) any of your account activity, and (iv) any other access to the Service systems using your account.

As a condition of use, you agree to notify us AT ONCE if you believe your account has been compromised or that anyone has accessed your account or has knowledge of your account credentials (username and/or password) or has tried to access your account without your permission.

The Issuer reserves the right to reset his/her password that may have been forgotten or stolen, or for any other reasonable cause.

Payment authorization

In order to participate in the Service, you must complete an enrollment process, which includes providing us your banking information. To make payment following enrollment, you must sign on using the secure User I.D. and password. When the Issuer receives a payment instruction, you authorize the Service to debit the payment account that you identify to us ("Payment Account") and remit funds on your behalf. You certify that any Business Payment Account you provide is an account from which you are authorized to make payments, and any payment you make using this Service will debit/charge an account that you are legally authorized to use.

Payment scheduling

- Same-Day Payments: You may schedule a payment for the current calendar day prior to 5:00 p.m. ET. Payments scheduled for the current calendar date prior to 5:00 p.m. ET (and not edited or deleted prior to that time) will post to your account that day. Payments submitted after 5:00 p.m. ET will not be accepted for same day posting.
- Future Payments: You may schedule a payment for a future calendar day at any time and, if such payment is not edited or deleted prior to 5:00 p.m. ET on the date of payment, such payment will be automatically submitted for you.
- AutoPay: You may set up recurring payments for your account. Recurring payments will occur monthly and will be scheduled to (i) post on your payment due date and (ii) be in the amount of the applicable statement balance. On the date of the close of your billing period, your next payment will be automatically scheduled for your monthly due date.
- and, if such payment is not edited or deleted prior to 11:59 p.m. ET on the day prior to the payment due date, such payment will be automatically submitted for you. To change your AutoPay set-up, you may cancel and re-enroll in Autopay; however, such changes will not affect any pending scheduled payments. See Pending Payments below.

Payment processing

Payments that are submitted prior to 5:00 p.m. ET with a payment date of today will post to your Account that same day. The funds will be debited from your Payment Account(s) within one to three business days after the date payment is submitted. Once we have processed your payment, we cannot stop the funds from being debited from your account.

Pending payments; payment modification and cancellation

"Pending Payments" are created when you schedule a same-day or future payment or have set up AutoPay to schedule future payments for you. You may edit or delete a Pending Payment at any time prior to 5:00 p.m. ET on the scheduled date of payment. After this time, Pending Payments cannot be modified or canceled, and we cannot process or accept any payment

modifications or cancellations. You will need to contact your financial institution to address any stop payment requests after this time.

Failed or returned transactions; prohibited payments

If we are unable to complete a payment transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the payment transaction may not be completed. In some instances, you will receive a return notice. The Issuer or its agent may discontinue your use of the Service or deny payment processing if problems have been encountered with your Payment Account(s) or your issued credit account.

Please be advised that your credit account will be charged a return fee if your payment is returned for any reason including, but not limited to, insufficient funds or incorrect bank information. Please verify that your bank account information is correct before submitting the payment.

Address and 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 number(s) and e-mail address (es). Changes to your user profile can only be made by contacting customer service. You can make changes to your Payment Account(s) information within the application. The Issuer is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

User representations and warranties

By registering for the Service, you represent and warrant that: (i) you are 18 years old or older; (ii) you are using your actual identity and that any information you provide to the Issuer is accurate and complete; and (iii) your registration with the Issuer and use of the Service will not violate any local, state, national or international laws or regulations.

Authorization for issuer storage and use of banking information and payment method

You represent and warrant that you are legally authorized to use the Payment Account(s). You authorize the Issuer to store your banking information on this Service. You agree that this authorization will remain in full force and effect until you remove your Payment Account information or properly cancel your enrollment in the Service. See Termination below.

Payment remittance

The Issuer will use its best efforts to complete all your payments properly. However, the Issuer shall incur no liability if the Issuer is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- if your payment account does not contain sufficient funds to complete the transaction or

- the transaction would exceed the credit limit of your overdraft account;
- the payment processing center is not working properly, and you know or have been advised by the Issuer about the malfunction before you execute the transaction;
- you have not provided the Issuer with the correct payment account information, or the correct name, address, and phone number;
- and/or, circumstances beyond the control of the Issuer (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Issuer has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Issuer causes an incorrect amount of funds to be removed from your Payment Account, the Issuer shall be responsible for returning the improperly transferred funds to your Payment Account, and, if applicable, for any late payment related charges applied to your credit account.

Disclaimer of warranties

THE SERVICE AND THE SITE AND ASSOCIATED MATERIALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE. THE ISSUER DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE ISSUER DOES NOT REPRESENT OR WARRANT NOR PROVIDES ANY CONDITION THAT MATERIALS IN THE SERVICE OR THE SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. THE ISSUER DOES NOT REPRESENT OR WARRANT NOR PROVIDES ANY CONDITION THAT THE SERVICE OR THE SITE OR THEIR SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of liability

IN NO EVENT SHALL THE ISSUER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SERVICE, THE SITE OR THE MATERIALS CONTAINED IN, OR ACCESSED THROUGH, THIS SERVICE OR THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM THE ISSUER, OR THAT RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERROR, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE ISSUER'S RECORDS, PROGRAMS, OR SERVICES. IN NO EVENT SHALL THE

AGGREGATE LIABILITY OF THE ISSUER (WHETHER IN CONTRACT, WARRANTY TORT-INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED-PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) ARISING OUT OF OR RELATING TO THE SERVICE, THE SITE OR ASSOCIATED MATERIALS EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO THE ISSUER FOR ACCESS TO OR USE OF THE SAME.

Modification and amendments

The Issuer reserves the right to modify this Agreement, the Service and/or amend any policies governing the Service and the Site by posting the amended terms to the Site and providing notice of such amendments on the Site. The amended terms shall be effective immediately after they are initially posted on this Site. You are responsible for reviewing this Agreement every time you use the Service. If you do not accept the amended terms, you must cease using the Service.

Disputes

All disputes arising out of or relating to the Service are subject to the Dispute Resolution requirements set forth in the Online Terms.

Termination

The Issuer reserves the right, without notice and in its sole discretion, to terminate your access to the Service and to block or prevent future access to and use of the Service.

In the event you wish to cancel the Service, you may do so by sending written notice of cancellation to customer service. All Pending Payments will be canceled upon cancellation of the Service. Neither termination nor suspension shall affect your liability or obligations under this Agreement. Any provision of this Agreement which by its nature extends beyond the termination of the Service will remain in effect beyond such termination.

Severability

If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

Contact information

If you have any questions or comments regarding the Service, or transfers from your bank account using our Service, or any other question related to the Service, please contact Customer Service at the phone number listed at the bottom of your SmartView screen.

By clicking "I AGREE," you acknowledge that you have read, understand, accept and agree to the terms and conditions of this Service disclosure. If you do not accept the terms and conditions of this disclosure, click "CANCEL" below.

(You may wish to print a copy of this disclosure for your records since it is subject to change.)