# **Citizens Savings Bank**

User ID :	
Customer Name :	

## Terms and Conditions Agreement for Citizens Savings Bank Online BillPay Service

Note: All references within this document to the terms "Payment Service" and/or "the Service" reflect the Online BillPay Service offered by Citizens Savings Bank.

Electronic Disclosure of the Terms and Conditions Agreement for Citizens Savings Bank's Online BillPay Service

#### **Online BillPay Service**

I acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with Citizens Savings Bank's Online BillPay Service and agree that I have read and will abide by this agreement. I also agree Citizens Savings Bank does not need to provide me with an additional paper (nonelectronic) copy of this Agreement unless specifically requested. Further, I understand that a copy of this Agreement can be printed by using my browser's print command and a printer.

#### Use of a Third-Party BillPay Service Provider

Harland Financial Solutions is the third-party BillPay service provider who Citizens Savings Bank has contracted with to provide BillPay service to its customers. Harland Financial Solutions will be processing bill payments and answering questions directly related to these customer initiated bill payments. Accordingly, the term "Harland Financial Solutions" represents the customer service provided by Harland Financial Solutions to Citizens Savings Bank. Citizens Savings Bank, at its sole discretion, reserves the right to change Online BillPay service providers.

## **Enrollment Request for the Online BillPay Service**

Citizens Savings Bank reserves the right to refuse enrollment in the Online BillPay Service to any customer who does not meet the Online BillPay Service criteria which has been established by Citizens Savings Bank and/or Harland Financial Solutions. Included in these criteria is a requirement that subscribers to this service must live within the United States, its possessions and territories.

### Online BillPay Service

As used in this Agreement, the term "Payee" means the vendor, biller, person or entity to whom you wish a bill payment to be directed; "Payment Instructions" means the information provided by you to the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.); "Payment Account" means your Checking Account and, in the instance of nonsufficient funds and/or an overdrawn account, any applicable account at Citizens Savings Bank, from which all bill payments may be made and/or such funds collected; "Business Day" means Monday through Friday, excluding Federal holidays; "Payment Date" means the Business Day of your choice upon which your bill payment will be made and your Payment Account will be debited; and "Cutoff Time" means 3:00 PM Central Standard Time on any Business Day, and is the time by which you must transmit instructions to have them considered entered on that particular Business Day.

By providing the Payment Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives from you or your authorized user through the Online BillPay Service. When the Service receives a payment instruction, you authorize it to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as soon as reasonably possible.

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the Service when you are scheduling the Bill Payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.

When scheduling Bill Payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller 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.

A bill payment is "In Process" starting at the Cutoff Time on the Payment Date. A bill payment is a "Pending Payment", starting from the time you enter Payment Instructions until the payment is "In Process." A bill payment is considered "In Process" on the Business Day you selected as the scheduled Payment Date. A payment is considered "Completed" when Harland Financial Solutions issues the payment either by check or electronically. You may cancel or edit any Pending Payment (including recurring bill payments) by following the directions provided on the Online BillPay system Online Help. There is no charge for canceling or editing a Pending Payment. Please note:

we may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process" and it is not possible to stop or cancel a payment which is "Completed." If you desire to cancel or stop any payment which is "In Process", you must call Harland Financial Solutions at (877) 895-1912. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests sent to us via electronic mail or in any other manner will not reach us in time for us to act on your request. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such a stop payment order. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as disclosed in our Rate & Fee Schedule. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

- 1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the payment or transfer (Per Federal regulation, preauthorized telephone, Internet or automatic transfers from savings to cover Checking overdrafts cannot exceed six (6) in number per calendar month);
- 2. The bill 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. The Payee mishandles or delays a payment sent by the Service;
- 4. You have not provided the Service with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
- 5. Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions to the Service's performance obligations are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment account or causes funds from your Payment Account to be directed to a person or entity which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper recipient any previously misdirected payments or transfers.

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or Harland Financial Solutions (e.g., some Payees are unable to accept electronic payments).

The payment may be deducted from your Payment Account by two (2) methods depending upon the amount of the payment and your credit history. The two (2) methods are:

- 1. Via an electronic debit through the Automated Clearing House Association (ACH) or
- 2. Via a draft drawn on your account and processed through the Federal Reserve System (as if you had written a check drawn upon your Checking Account)

All bill payments debited from your account will appear on your monthly Account Statement and under the "BILLPAY HISTORY" section of the Online BillPay Service on Citizens Savings Bank.s Online Banking System. ACH debits will reflect the name of the Payee (e.g., XYZ Utility Company) as well as the date and amount; payments by check will be reflected on your statement with a date, payee and address, and amount. All payments can be viewed with the Payee's name, payment amount and payment date by reviewing your recent payment history under the electronic Payment List option provided to you as part of the Online BillPay Service.

### **Prohibited Payments**

The following payment types are prohibited through the Service:

- 1. Tax Payments
- 2. Court Ordered Payments
- 3. Payments to Payees outside of the United States or its possessions/territories

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 INSTALLTION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE.

## **EXCLUSIONS OF WARRANTIES**

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

### **Password and Security**

To access the Online BillPay Service you will need to log on to Citizens Savings Bank.s Online Banking service and then click on the Bill Payment tab. From there the system will link you to the Online BillPay service.

You agree not to give or make available your Citizens Savings Bank Online Banking User ID and PASSWORD to any unauthorized individuals. You are responsible for all bill payments you, and your Online BillPay authorized user (s), authorize using the Service. If you permit other persons to use the Service or your Citizens Savings Bank User ID and PASSWORD (even though you have agreed not to disclose this information); you are responsible for all transactions they authorize. If you believe that your Citizens Savings Bank User ID and PASSWORD has been lost, stolen or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, you must notify Citizens Savings Bank at once by calling us during business hours at (985) 735-6555.

You also agree that Citizens Savings Bank may revoke your Online BillPay and/or Online Banking account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the User ID and PASSWORD(s) belonging to you and/or your authorized user(s). Further, you agree that, if Citizens Savings Bank is notified that you have included Citizens Savings Bank in the filing of a petition of bankruptcy, Citizens Savings Bank may revoke or refuse to grant you Online BillPay service and/or Citizens Savings Banks. Online Banking access to your account.

## Your Liability for Unauthorized Transfers

If you tell Citizens Savings Bank within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your Citizens Savings Bank Online Banking User ID and PASSWORD has been lost, stolen or compromised, you can lose no more than \$50.00. If you fail to notify Citizens Savings Bank within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your Citizens Savings Bank Online Banking User ID and PASSWORD has been lost, stolen or compromised, and we can prove that we could have prevented the unauthorized access to your account(s), or use of your Citizens Savings Bank Online Banking User ID and PASSWORD had you notified us, you could lose as much as \$500.00. If your monthly statement or your online account detail reflects any transfers or payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement which reflected an unauthorized transfer(s) or payment(s) was sent to you, you may not get back any money you lost after the sixty (60) days, provided that we can prove that we could have stopped someone from taking money if you had told us in time.

### **Errors and Questions**

In case of errors and questions about your electronic transfers or payments, as soon as you can, you should:

- 1. Telephone us
- 2. Write us

If you think that your statement is wrong or you need more information about a bill payment listed on the statement, we must hear from you no later than sixty (60) days after you received the FIRST statement on which the problem or error appeared. You must:

- 1. Tell us you name and account number;
- 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can 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 orally, in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days after providing 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. If we need more time, however, we may take up to forty-five (45) days to investigate the complaint or question. If we decide to do this, we will re-credit your account within ten (10)\* Business Days for the amount you think is in error, so that you may have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account.

If we determine there was no error, we will send you a written explanation within three (3) Business Days after we finish the investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents which we used in our investigation.

\*If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

## **Disclosure of Account Information to Third Parties**

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

- 1. If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
- 2. Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or

- 4. To a consumer reporting agency for quality assurance, or
- 5. In order to comply with a governmental agency or court orders, or
- 6. If you give us your written permission

## **Charges or Fees**

You will not be charged for the standard Online BillPay service. Please note: Your Citizens Savings Bank loan accounts may not be paid by using the Online BillPay Service, but instead may be paid by using the transfer/payment option on the Citizens Savings Bank Online Banking service or by automatic transfer from your Citizens Savings Bank Checking account at no charge. Additionally, charges for other transactions and optional services (e.g., Non-Sufficient Funds or Stop Payment Fees) are specified in Citizens Savings Bank.s Rate & Fee Schedule.

You agree to pay such fees and charges, and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your deposit or loan accounts will continue to apply.

You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

## In the Event a Service Transaction Is Returned and/or Overdraws Your Payment Account

In using the Service, you are requesting the system to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances you will receive a return notice by secure electronic message via the Citizens Savings Bank Online Banking service. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with Citizens Savings Bank's established and published fees. Further, you also agree that a NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account.

By enrolling for and using this Online BillPay service you agree that Citizens Savings Bank has the right to transfer funds from the available balance on all of your deposit accounts to recover funds for all payments that have been requested to be paid by you and your authorized user(s): this includes accounts on which you are the primary owner, as well as accounts on which you are the joint owner.

#### **Alterations and Amendments**

The terms of 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 send notice to you at your address of record or by secure electronic message via the Citizens Savings Bank Online Banking service. Any use of the services after the service sends 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 programs, 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 Online BillPay programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

## **Address Changes**

You agree to promptly notify Citizens Savings Bank customer service in writing of any address change. Changing your address on the Service does not automatically update your address of record at Citizens Savings Bank. Similarly, updating your address at Citizens Savings Bank does not automatically update the address on the Service.

## **Termination or Discontinuation**

In the event you wish to discontinue the Service, you must contact Citizens Savings Bank within 10 days prior to the actual service discontinuation date. You must request the service discontinuation by written correspondence sent via the mail. Written notice must be signed and sent to:

Citizens Savings Bank 1725 Sullivan Drive Bogalusa, LA 70427

Citizens Savings Bank may terminate Service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

### **Payee Limitations**

The Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this agreement.

## Information Authorization

Through your enrollment in the Online BillPay Service, you agree that Citizens Savings Bank (or its third-party BillPay service provider) reserves the right to periodically request a credit agency report and/or a review of your

credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

## **Disputes**

In the event of a dispute regarding the Online BillPay Service, you and Citizens Savings Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Citizens Savings Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Citizens Savings Bank relating to the subject matter of this Agreement. If there is a conflict between what one of Citizens Savings Bank 's employees says and the terms of this Agreement, the terms of the Agreement have final control.

### **Assignment**

You may not assign this Agreement to any other party. Citizens Savings Bank may assign this Agreement to any present or future, directly or indirectly, affiliated company. Citizens Savings Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers.

### No Waiver

Citizens Savings Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Citizens Savings Bank. No delay or omission on the part of Citizens Savings Bank 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.

### **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 for the Agreement.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which Citizens Savings Bank is located and by applicable Federal laws and regulations.

© Citizens Savings Bank 2015