

## AB&T

### Online Bill Pay and Presentment Disclosure

#### General Information

If you choose to receive this service, you may use AB&T's Bill Payment Service to initiate payments electronically from any eligible checking account. You may also request that electronic bills from your creditors be sent to you through AB&T's Bill Payment Service. However, please note that your election to receive electronic bills does not alter your liability to your creditor(s) or the obligations that currently exist between you and your creditor(s). In addition, the first time you attempt to access the Bill Payment Service you will be prompted to begin an online registration. You are first requested to read and accept this agreement. If you choose not to accept this agreement, your registration will be cancelled and you will not be able to proceed any further within the Bill Payment Service system.

#### Definitions

- Our, We, Us, and Bank – AB&T and/or its Bill Payment service provider
- Bill Pay – the bill payment service offered by the bank and provided either directly by the Bank or indirectly through the bank's service provider
- Biller/Payee - the person or entity to which you wish a bill payment to be directed or from which you receive electronic bills, as the case may be. The Biller/Payee may also be considered your creditor or payee. **Note:** You may only make payments to a "Biller/Payee" with a United States address that accepts US funds.
- Payment Instruction – the information you provide to the bank regarding a bill payment to be made on your behalf to a Biller/Payee.
- Payment Account – the checking account from which a bill payment will be debited
- Business Day – Monday through Friday, excluding legal federal holidays.
- Scheduled Payment Date – the day you want your Biller/Payee to receive your bill payment.
- Due Date – the date reflected on your statement for which the payment is due. **Note:** This is not the late date and does not include any grace period.
- Scheduled Payment – a payment that has been scheduled through the bank but has not begun processing.

#### e-Sign Disclosures and Consent

You agree that we may provide you with all disclosures, notices and other communications, about your online banking relationship with AB&T. This includes this agreement and any future amendments, in electronic form for as long as you subscribe to AB&T's Online Banking service and these electronic disclosures and notices will be binding upon you. You may access, download, and print any electronic notices from your computer if you have the hardware and software described below.

At your request, we agree to provide you with paper copies of any of these disclosures/notices. You may request paper copies of any disclosure/notice by contacting us below:

AB&T  
P O Box 71269  
Albany, GA 31708  
229-446-6158 or  
229-446-2265  
[abtbanker@abtgold.com](mailto:abtbanker@abtgold.com)

There are no fees related to your request for a paper copy of this agreement, your Online Statement agreement, or Electronic Funds Disclosure. However additional fees may apply for other types of research and transaction types of activity notices or copies of paper statements from prior months. Please refer to your New Account disclosures and Schedule of Fees and Charges provided to you at account opening for details of any related fees.

We are available by phone and email Monday – Friday from 8:30am until 5PM and on Saturday from 9am until noon.

You also have the right to withdrawal your consent to receive disclosures/notices electronically for all future communications as it relates to your online banking relationship (with the exception of online statements, please refer to Online Statement agreement for additional information). In order to withdrawal your consent; please contact us in writing at the above mentioned postal address.

### **Payment Methods**

The Bank reserves the right to select the method by which Bill Pay payments will be made on your behalf to your Biller/Payee. These payment methods may include, but are not limited to: 1.) Transferring the funds electronically to the Biller/Payee; 2.) preparing a check and mailing the check to the Biller/Payee; or 3.) any other means chosen by the Bank in its sole discretion. In some cases the bank may allow an expedited payment to be made on your behalf to your Biller/Payee. The Biller/Payee controls what options for expedited payments they will accept. Once you have opted in to utilize the expedited payment service, you will see which options your particular Biller/Payee will accept if any. Your account will be charged \$5.00 per electronic payment and \$25.00 per overnight check. You agree to pay such fees and charges, and authorize the bank to charge your designated payment account accordingly.

### **Prohibited Payments**

You agree not to schedule any tax payments or court-ordered payments. In no event shall the Bank be liable for any claims or damages resulting from you scheduling these types of payments. Any Bill Pay guarantee offered by the Bank is voided when these types of payments are scheduled and/or processed by the Bill Payment Service. The Bank has no obligation to research or resolve any claim relating to or resulting from the misapplication, misposting, or misdirection of these types of payments.

You agree not to schedule any payments to Biller/Payees outside of the United States; these types of payments are prohibited. Therefore, the Bank may refuse to honor payment requests that are prohibited under this Agreement, or as otherwise permitted by law. The Bank may also refuse to honor payment requests that reasonably appear to be fraudulent, unauthorized, erroneous, or illegal. The Bank shall have no liability for its refusal to honor these payment requests. In addition, the Bank is not responsible for the refusal by any creditor to accept a payment from the Bank's Bill Payment Service on your behalf.

### **Payment Scheduling**

You are required to add payees (person or entity you receive a bill from – also known as a Biller/Payee) prior to scheduling any payments. The system will determine what type of payment method will be used for each of the payee's you setup. Based upon the payment method identified for each payee, the system will notify you of the earliest payment date available at the time you schedule a payment, whether single pay or recurring on a regular basis. For example, you could add two payees one to Visa and one to your lawn care service. More than likely the payment to Visa will be electronic and the one to your lawn care service will be by check. A payment method of a check will take longer to process than an electronic payment; therefore you could schedule your payment to Visa sooner than you could to your lawn care company.

When scheduling a payment, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller/Payee statement. 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 Date must be prior to any late date or grace period. You are responsible for any late payment charge, finance charge,

penalty or default or other consequence that may result from your selecting a Scheduled Payment Date later than the actual Due Date on your Biller/Payee statement.

You can set up your payments during the weekend; however the system will not allow you to create a Scheduled Payment Date for a single payment or the first payment of a recurring payment schedule on the same weekend. This is because Scheduled Payment Dates that fall on a weekend day are always processed on the Friday before the weekend. If a Scheduled Payment Date falls on a holiday the payment will be processed on the previous business day.

Please note that while the bank will use its best efforts to make all your scheduled payments properly. However, the bank shall incur no liability if it's unable to complete any payments initiated by you through this service if the bill payment processing center is not working properly and we have notified you either by email or posting a notice on our website before you execute the transaction or if circumstances beyond our control (such as, but not limited to fire, flood, or interference from an outside force) that prevents the proper execution of the transaction and the bank has taken reasonable precautions to avoid these circumstances.

### **Payment Authorization and Insufficient Funds**

By providing the Bank with the names and account information of the Biller/Payees to whom you wish to direct payment, you authorize the Bank to follow the Payment Instructions that it receives through the payment system. By sending any Payment Instructions, you authorize us 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 that you created. If there are insufficient funds in the Payment Account to make a payment you have authorized, the Bank may refuse to honor the payment request or may choose to make the payment and overdraw your Payment Account. In either event, you are responsible for any funds advanced on your behalf to cover your payment request, as well as any non-sufficient funds or overdraft charges authorized in your Deposit Account Agreement.

**Please note** – that payments may be returned for a variety of reasons, including but not limited to changes in a Biller/Payee's address, an account number is invalid, a Biller/Payee is unable to locate your account or shows that it has been paid in full. You authorize the Bank to credit your Payment Account for any payments returned by the US Postal Service or by the Biller/Payee for any reason. The Bank does not have any liability for returned payments that were sent according to your Payment Instructions. Therefore, it is imperative that you update and verify information within the Bank's Bill Payment Service on a regular basis.

### **Payment Cancellations and Stop Payment Requests**

You may cancel or edit any Scheduled Payment by following the directions located within the Bill Payment Service. However, once the status of a payment is in "process", you will be unable to cancel or edit the Scheduled Payment. A Stop Payment request will only be accepted for Scheduled Payments that have a payment method of a "check". The request must be submitted to the Bank in writing two(2) business days prior to the Scheduled Payment Date and the Stop Payment fee disclosed to you in your Deposit Account Agreement will apply for each payment a Stop Payment request is submitted. If your Stop Payment request is submitted to the Bank after the required timeframe stated above, the Bank will have no liability for failing to stop this payment.

### **Bill Presentment**

In addition to the Bill Payment portion of the Bill Payment Service you may choose to activate the electronic bill function (Bill Presentment) of the Bank's Bill Payment Service. When you activate the electronic bill function, we will notify your Biller/Payee of your request to receive electronic bills. The period of time between your request for electronic bills and your receipt of your first electronic bill varies and may take up to sixty (60) days, depending on your Biller/Payee's next statement cycle. Each Biller/Payee reserves the right to accept or deny your request to receive electronic bills. By activating this function you authorize us to obtain a bill/statement from your Biller/Payee on your behalf. For some Biller/Payees, we may ask you to provide us with your user name and password for that Biller/Payee. By providing us with such information, you authorize us to use the information to obtain bill data. You

also acknowledge that you are required to maintain all usernames and passwords for each Biller/Payee on their website in which you have electronic access for and request the bank to receive an electronic bill. You also agree not to use someone else's information to gain unauthorized access to another person's bill. You authorize the Bank to provide the Biller/Payee your email address, service address, or any other personal data about you specifically requested by the Biller/Payee.

#### **Delivery of Electronic Bills**

In addition to presenting your bills within the Bill Payment Service, we may send an email notification to the email address listed for your account. It is solely your responsibility to assure that your email address is current and accurate. In the event you do not receive notification about an electronic bill, it is your responsibility periodically to sign on to the Bank's Bill Payment Service to check on the delivery of your electronic bills. If you fail to receive an electronic bill from any Biller/Payee, it is your responsibility to contact the Biller/Payee directly to obtain a statement of your account. You are responsible for assuring timely payment of all your bills, and the Bank shall have no liability for your failure to receive a bill from a Biller/Payee or your failure to make a payment to a Biller/Payee because you did not receive an electronic bill. It is your responsibility to know the amounts you owe to each of your creditors and to pay all amounts when due.

#### **Cancellation of Electronic Bills**

Each electronic Biller/Payee has reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment for some or all Biller/Payees at any time. If you choose to cancel this service, you will need to make arrangements with the Biller/Payee to delivery your bill and/or statement in another format offered by the Biller/Payee. The period of time between your cancellation of electronic bills and your receipt of bills in another format varies and may take up to sixty (60) days, depending on your Biller/Payee's next statement cycle. Once you have cancelled electronic bills from a Biller/Payee, we have no responsibility to present any electronic bill from that Biller/Payee, including bills already in process at the time of cancellation.

#### **Accuracy and Dispute of Electronic Bill**

We are not responsible for the accuracy of any electronic bill. We are responsible for presenting the information we receive from the Biller/Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller/Payee directly.

#### **Termination or Discontinuation of Service**

In the event you wish to discontinue this service, you must contact the bank within 10 days prior to your cancellation becoming effective. You may cancel service by phone, email, or mail at the following address:

AB&T  
P O Box 71269  
Albany, GA 31708  
[abtbanker@abtgold.com](mailto:abtbanker@abtgold.com)  
229-446-2265

In addition, if you have not used the service to make any payments or add any payees for at least six (6) months, the bank may choose to cancel your bill payment service at any time thereafter.

#### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law provisions.