

Bill Paying Agreement (“Agreement”)

You may use Platinum Bank’s bill paying service Bill Pay (“Service”) to direct Platinum Bank’s Provider (iPay Solutions Corporation, a subsidiary of Jack Henry Associates, Inc.) to make payments from your designated checking account (“Account”) to Payees, as defined below, in accordance with the terms of this Agreement. This Agreement is in addition to the account agreements, disclosures, and all other documents that govern your Account.

ACCESSING THE SERVICE

The Service will be accessed through Platinum Bank’s online or mobile banking through Single Sign On (SSO), including the use of usernames, passwords, PINs, and Tokens that must be used to securely access your Account information (“Login Credentials”). Three (3) incorrect login attempts will cause the account to be locked.

INSTRUCTION FOR SETTING UP PAYEES & PAYMENTS

PAYEE: A “Payee” is the party who the funds from your designated checking Account are payable to. A Payee can either be a company or a person. You will follow the appropriate options of the Service to set up Payees, which may be stored within the Service. You may pay any Payee within the United States (including U.S. territories and APOs / AEOs). Platinum Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information. When deleting specific Payees, you may individually delete that Payee and any remaining Payees will remain. Platinum Bank may refuse the designation of a Payee for any reason.

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 transmission to the Payee or by check drawn on your designated checking Account and mailed to the Payee. Once you have established a new Payee within the Service, you may view the Payee list to determine if the payment will be sent electronically or by check, as this may affect the payment processing time. Periodically, the Service may convert the type of payments that are sent to a specific Payee, whether electronic or by check.

PAYMENT SCHEDULING

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 (“Scheduled Payment Date”). 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 to avoid remitting a late payment 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 to avoid remitting a late payment.

THE BILL PAYING PROCESS – MAKE A PAYMENT

To make payments, you will create a list containing each Payee and schedule payments through the Service. You must provide the Service with the information required to log in and submit your accurate payments through the Service. Platinum Bank is not responsible for detecting any errors made by you. The check payment processing date varies due to the estimated mail time to each Payee. As bill

payments are processed by an outside service provider, a payment may not be edited or canceled once the payment begins processing. Platinum Bank recommends up to five (5) business days for electronic payment or ten (10) business days for payment by check, for your request to be received and processed in order for funds to be delivered to the Payee before the Scheduled Payment Date. When you schedule a payment through the Service, you will be able to choose the date you want each payment to process, and an estimated arrival date is provided based on your chosen process date (“Estimated Arrival Date”). The Estimated Arrival Date is only an estimate, so please allow ample time for your payments to reach each Payee. Platinum Bank is not responsible for any payment arriving after the Estimated Arrival Date. Funds for electronic payments will be debited on the process date you choose. Check payments will be debited on the date the Payee cashes the check.

SINGLE PAYMENTS

A single payment will be processed through the Service on the business day (generally Monday through Friday, except certain holidays) that you designate as the Scheduled Payment Date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which Platinum Bank may change at its sole reasonable discretion, is currently 2:00 p.m. Central Time.

A single payment submitted after the cut-off time on the Scheduled Payment Date will be processed on the next business day. If you designate a non-business day (generally weekends and certain holidays) as the payment’s processing date, the payment will be processed on the first business day following the Scheduled Payment Dates.

RECURRING PAYMENTS

When a recurring payment is processed, the next occurrence of the payment is automatically scheduled by the system. The processing date for the next occurrence of the payment is calculated based upon your selected frequency settings for the payment. If the calculated processing date is a non-business day (generally weekends and certain holidays), the processing date will be adjusted based upon the following rules:

- * If the recurring payment’s “Pay Before” option is selected, the processing date for the next occurrence of the payment will be the first business date prior to the calculated processing date.
- * If the recurring payment’s “Pay After” option is selected, the processing date for the next occurrence of the payment will be the first business date after the calculated processing 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 processing date, then the last calendar day of that month will be used as the calculated processing date.

If you fail to consider your required set-up time required by Platinum Bank and the payment is received by the Payee after the due date or the date desired by you, Platinum Bank is not responsible for any late charges or other actions that may be taken by the Payee due to the arrival date of the payment. Please make other payment arrangements for the payment that is due and set-up the next payment to that Payee through the Service.

CHANGING OR CANCELLING A PAYMENT

A payment may be changed or cancelled, provided you cancel or change the payment within the Service no later than the daily cutoff time on the Scheduled Payment Date.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

AVAILABLE FUNDS

You shall have sufficient funds in the Account you designated available and collected for all bill payments submitted through the Service, as well as any other payment obligations you owe to Platinum Bank (collectively, "Sufficient Funds Requirement"). Platinum Bank reserves the right, without liability, to reject or reverse a payment through the Service if you fail to comply with the Sufficient Funds Requirement or any other term of this Agreement. If you do not have sufficient funds in the Account in violation of the Sufficient Funds Requirement and Platinum Bank has not exercised its right to reverse or reject a payment, you agree to pay for such payment obligations on demand, including any additional costs and fees of Platinum Bank, including reasonable attorneys' fees, due to your breach of the Sufficient Funds Requirement. If your Account has insufficient funds when the Payee cashes a check payment and Platinum Bank pays the item on your behalf, you will be responsible for pay the overdrawn balance, and Platinum Bank may charge you overdraft fees. Refer to the Account Agreement for more information.

CUT-OFF TIME

Platinum Bank reserves the right to change the cut-off time at any time. You will receive notice if the cut-off time changes.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills to be paid by you only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. If you elect to activate one of the Service's electronic bill options, you agree to the following:

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 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.

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, that you may have provided to the Payee, and any changes will need to be made by contacting the Payee directly. You agree that it shall be your sole responsibility to maintain all usernames and passwords for all electronic Payee sites. You further 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.

AUTHORIZATION TO OBTAIN BILL DATA

You agree that your activation of the electronic bill feature for a Payee constitutes your authorization to Platinum Bank to obtain bill data from the Payee on your behalf and you agree that no further consent is required from you in order for Platinum Bank to obtain bill data from any Payee on your behalf. For some Payees, you may be asked to provide us with your username and password for that Payee. You agree to provide all necessary information requested by Platinum Bank in order to complete activation of the electronic bill feature. You authorize Platinum Bank to use and obtain the information to obtain your billing information and/or data.

CANCELLATION OF ELECTRONIC BILL NOTIFICATION

You may cancel electronic bill presentment at any time. You understand and agree that the electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You understand and agree that the timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee and acknowledge that it may take up to sixty (60) days for cancellation to take effect. Platinum Bank will not be responsible for presenting any electronic bills that are already in process at the time of cancellation, and it is your sole responsibility to make arrangements for an alternative form of bill delivery.

NON-DELIVERY OF ELECTRONIC BILL(S)

You agree and acknowledge that it is your sole responsibility to periodically login to the Service and check on the delivery of new electronic bills. You agree that although the Service will use its best efforts to present your electronic bills promptly, you are responsible for ensuring timely payment of all bills. You understand and acknowledge that copies of previously delivered bills must be requested from a Payee directly. You agree to hold Platinum Bank harmless should an electronic bill fail to be delivered to you.

ACCURACY AND DISPUTE OF ELECTRONIC BILL

Platinum Bank is not responsible for the accuracy of your electronic bill(s). Platinum Bank 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.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

LIABILITY

You are solely responsible for the safekeeping of and access to your Login Credentials. Platinum Bank shall make reasonable efforts to process your payments through the Service in a timely and accurate manner. To the extent allowed by law and this Agreement, Platinum Bank accepts no liability for any damages you may incur due to your violation of the Sufficient Funds Requirement, including how that violation may adversely affect payment processing, any inaccuracies in the Payee information supplied by you, any mishandling, duplication, or delay in posting by the Payee or the Payee's financial institution, or any system or postal delays or interruptions or any other circumstances out of Platinum Bank's control.

AMENDMENT

Platinum Bank has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account in Platinum Bank's records, or by posting notice in branches of Platinum Bank, or as otherwise permitted by law.

TERMINATION

Platinum Bank has the right to terminate this Agreement at any time. You may cancel the Services at any time by contacting Platinum Bank in person or by written notice. Upon cancellation, you remain liable for any outstanding payments and for future payments to the Payees unless specifically cancelled by you.

Platinum Bank may charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments may be processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included or received when you opened your account, which discloses important information concerning your rights and obligations.