



By clicking “I Agree” you are agreeing to the terms and conditions of this Bill Payment Services Agreement. You are also consenting to receive the Electronic Fund Transfers Disclosure in an electronic format. If you would like to save/print this agreement and disclosure, please click here:

[http://bankwestmn.com/media/doc/Bill\\_Pay\\_Agreement.pdf](http://bankwestmn.com/media/doc/Bill_Pay_Agreement.pdf)

## Bill Payment Services Agreement

Definitions:

“**Payee**” means the person or entity to whom you wish a Bill Payment to be directed.

“**Payment Instruction**” means the information provided by you to us 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).

“**Bill Pay Account**” means your checking account from which a Bill Payment will be made.

“**Bill Pay Services Correspondence**” means Bill Pay Services Agreement, disclosures, change in terms, and notifications.

“**Business Day**” means Monday through Friday, excluding Federal Reserve holidays.

“**Scheduled Payment Date**” means the Business Day of your choice upon which your Bill Payment will begin processing.

### Overview:

Bill Pay is provided by Jack Henry & Associates (JHA). The Bill Pay service permits you to use your Internet enabled device to direct payments from your designated Bill Pay Account to third parties you wish to pay. You may designate multiple Bill Pay accounts. Through the Bill Pay service, you can pay bills from your Bill Pay account to businesses or individuals. While BANKWEST coordinates the Bill Pay service with JHA, JHA performs all functions in connection with the Bill Pay service. By using the Bill Pay service, you acknowledge and agree that JHA is solely responsible for administration of the Bill Pay service. 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.

### Type of Bill Payments:

#### One Time Payment –

You may schedule a payment to be made one time to a Payee. The payment may be scheduled on a future date, or on the same day that you enter the Payment Instruction provided you enter the Payment Instruction by the Cutoff time.

#### Recurring Payments-

You may schedule payments to Payees to be automatically initiated in a fixed amount on the same scheduled payment frequency. You may make payments weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annually or annually. If the scheduled Payment Date does not exist in a certain month, then the payment will be initiated on the last Business Day of the month. For example, if you schedule a payment for the 30<sup>th</sup> of each month, your payment for the month of February will be initiated on or before the 28<sup>th</sup> day of February.

### Fees:

Fees may be assessed if you choose any of the following Additional Bill Payment options:

- GiftCheck Fee (if payment is made to charitable organization) \$1.99



- GiftCheck Fee (if payment is made to an individual) \$2.99
- Overnight Delivery Fee \$19.95
- 2<sup>nd</sup> Day Deliver Fee \$14.95
- 2<sup>nd</sup> Day Electronic Delivery Fee \$4.95

If the Additional Bill Payment Options are not selected, Bill Pay is free for consumer customers. Please note, if using a mobile device, fees may apply from your wireless provider.

Business customers using Bill Pay will be charged a monthly fee of \$7.95 and receive 25 payments free per month. Any Bill Payments over the limit of 25 will be charged \$0.40 per transaction.

We may assess a fee for any Bill Pay request drawn against insufficient funds in your Payment Account. You will reimburse us for any fees imposed by the Bank as a result of the return and you will reimburse us for any fees we incur in attempting to collect the amount of the return from you.

Bill payment fees are subject to change at BANKWEST's discretion.

#### Establishing Payees:

To use Bill Pay, you must provide information online to us to identify your Payees. You can search the extensive database for existing Payees or set up a new Payee. You must provide sufficient information about a Payee to permit us to properly direct a payment and permit the Payee upon receipt of a payment to identify you as the payment source. You do this by filling in all required fields with accurate information, as directed by the Bill Pay screen messages. By providing us with the names and account information of those Payees to whom you wish to direct payment, you authorize us to follow the Payment Instructions that we receive through the payment system. When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds to the Payee on your behalf.

All payments you make will be deducted from the account that you designated for that payment. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the continental United States. JHA reserves the right to restrict types of payees to whom payments may be made using the Service from time to time. According to federal regulations, you may not make more than six (6) pre-authorized/telephone withdrawals or bill payments from a Money Market Savings Account or Business Savings account during a monthly statement cycle. If you are utilizing P2P (pay a person) feature – payments are limited to \$1,000.00 per transaction and \$2,500 per day.

Funds must be available in your Bill Pay Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or Federal Reserve holiday), funds must be available in your Bill Pay Account the following business day (e.g. Monday). After funds are withdrawn from your Bill Pay Account to make a payment, JHA may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

The Bill Pay 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 Payees.

#### Processing Times:

Payments made through Bill Pay are processed at 2:00 AM (Central Time) and 12:00 PM (Central Time). Payments scheduled before 12:00 PM (Central Time) are considered effective on that business day. If you choose to rush a payment, the payment must be scheduled by 3:00 PM (Central Time). Otherwise, it will be considered received the



following Business Day. For all entries made using the service, the time recorded by the Internet Banking service controls when an entry is considered received.

Non-Sufficient Funds:

If your Bill Pay Account does not have sufficient funds to make a payment as of the date the transfer of payment is attempted or scheduled to be made, the transfer or payment will be attempted until the funds are made available. For recurring payments, the payment will be attempted until the date of the next schedule payment. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Service.

Returned Bill Pay Transactions:

While using Bill Pay, you are requesting that we 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 an overdraft notice from the Bank. In such case, you agree that:

- 1) You will reimburse us immediately upon demand for the transaction amount that has been returned to us;
- 2) You will reimburse us for any fees imposed by the Bank as a result of the return;
- 3) You will reimburse us for any fees we incur in attempting to collect the amount of the return from you; and,
- 4) We are authorized to report the facts concerning the return to a credit reporting agency.

Information Authorization:

You agree that we reserve the right to obtain financial information regarding your account from a payee to resolve payment posting problems.

Address Changes:

You agree to promptly notify BANKWEST of any address change, electronic mail address change, and/or any change to your telephone number.

Closed Accounts:

You are responsible for any outstanding Bill Pay payments if you choose to close your Bill Pay account. You are to inform BANKWEST of any outstanding payments at the time you close your Bill Pay account.

Canceling Bill Pay Service:

You may cancel your use of Bill Pay at any time by submitting it in writing to the address listed on the bottom of this agreement or by calling BANKWEST at (763) 477-5231. If you notify us by telephone, we may request that you put your request in writing. We cannot cancel Bill Pay service until all pending payments have cleared your payment account. If you have Pending Payments and do not want to wait for them to clear, you must cancel any schedule payments prior to notifying us that you are canceling the service.

If you cancel Bill Pay, you authorize us to continue making transfers and payments you have previously authorized, until a reasonable amount of time has passed providing BANKWEST the opportunity to act upon your cancellation notice. This is usually about 3 business days. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.



The Bank's Right to Cancel:

The Bank may cancel or suspend Bill Pay, in whole or in part, at any time with or without prior notice. Cancellation or suspension shall not affect your liability or obligations under this Agreement.

Dormant Accounts:

Unless you are paying a monthly service charge to BANKWEST for this service, we may convert your account to dormant/inactive status if you do not sign on to Bill Pay or have any transaction scheduled through the service during any consecutive 90 day period. If your account is considered inactive, you must contact us to have the service activated before you will be able to schedule any transaction through the service.

Change in Terms:

We may change any term of this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. Your continued use of any or all of the Bill Pay services indicates your acceptance of the change in terms.

Electronic Delivery:

By receiving your Bill Pay Services Correspondence electronically, you acknowledge that you will not receive a hard copy of these documents.

You may withdraw your request to have your Bill Pay Services Correspondence sent to you electronically by contacting BANKWEST in writing or via email ([info@bankwestmn.com](mailto:info@bankwestmn.com)). BANKWEST does not assess any fees or charges to institute or cancel this service.

If you would like to receive a paper copy of your Bill Pay Services Correspondence, please call BANKWEST. For paper copy requests of your Bill Pay Services Correspondence, research fees may apply. The current research fee is \$40/hour, with a minimum charge of \$15. BANKWEST reserves the right to change this fee.

Minimum System Requirements: A computer, an android device, or an iOS device which is capable of accessing an internet browser or the BANKWEST mobile app. A current supported windows, mac, android or IOS operating system. Software that permits you to receive and access portable document files (PDF) such as Adobe Reader. A current version of Internet Explorer, Microsoft Edge, Google Chrome, Firefox or Safari. Access to a valid email account.

If you change your email address, it is your responsibility to notify us of your new address to avoid delays in receiving your Bill Pay Services Correspondence. If these documents are returned to the bank as undeliverable, BANKWEST has the right, but not the obligation, to remove you from receiving your Bill Pay Services Correspondence electronically, and paper documents may be mailed to your address on file until we are provided with a current email address.

Many electronic communications sent and received over the Internet can and are intercepted by unauthorized recipients. By authorizing the delivery of Bill Pay Services Correspondence you understand and agree, to the extent permitted by law that BANKWEST cannot and will not be liable for any damages or incidents to unauthorized receipt of electronic communications.



## Electronic Fund Transfers YOUR RIGHTS AND RESPONSIBILITIES

Please read this disclosure carefully because it tells you your rights and obligations for these Bill Pay transactions. You should keep this notice for future reference.

### Consumer Liability:

Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card [code] without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card and/or code has been lost or stolen  
Call: (763) 477-5231  
or write: BANKWEST, 5921 Main St. PO Box 219, Rockford MN 55373

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

### Telephone Number and Address:

BANKWEST  
5921 Main St. PO Box 219  
Rockford MN 55373  
(763) 477-5231

### Business Days and Hours of Operation:

BANKWEST's business days are Monday through Friday, except Federal Reserve holidays, 8 AM to 5 PM (Central Time). Bill Pay is available 24 hours a day, 7 days a week except during maintenance periods or circumstances beyond our reasonable control. Routine maintenance is typically performed on the 3<sup>rd</sup> weekend of every month.

### Error Resolution:

In Case of Errors or Questions About Your Electronic Transfers Telephone us at (763) 477-5231. Write us at BANKWEST, 5921 Main St. PO Box 219, Rockford MN 55373 or email us at [info@bankwestmn.com](mailto:info@bankwestmn.com) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the



statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (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.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will 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 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### Limitation of Liability:

We reserve the right to refuse to pay any payee to whom you may direct a payment for security reasons or any other reason. We will notify you promptly if we decide to refuse to pay a Payee designated by you. However, this notification is not required if you attempt to make a prohibited payment under this Agreement. We will use our best efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you through Bill Pay due to any of or more of the following circumstances:

- If you do not have enough available funds in your account (or available credit under your Bounce Protection or Overdraft Protection Plan) to cover the transaction
- If your funds are subject to legal process or other encumbrance restricting the transfer.
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- If BANKWEST's Internet Banking services were not working properly and you knew about the malfunction when you started the transfer or transaction.
- If your PC, Internet Service Provider, telephone line, modem, or other equipment is not working properly.
- If you do not authorize a payment soon enough for your payment to be received by the payee by the time it is due. Or you have not properly followed the scheduling instructions on how to make a transfer that is included in this Agreement.
- If you have not provided us with the correct payee name, address, account information, payment amount, or other instructions necessary to complete the payment.
- If a payee cannot or will not accept a payment through this service
- If a payee mishandles or delays the handling of the payments sent by us.



- If there are delays or losses of payments caused by the U.S. Postal Service or other commercial delivery services.
- If circumstances beyond our control (such as telecommunications or electrical outages and malfunctions, postal strikes or delays, computer system failures or natural disasters) prevent the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- If your password has been reported lost or stolen.
- If we have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal.
- Failure by JHA to properly complete a Bill Payment on time or in the correct amount under Bill Pay.

There may be other exceptions stated in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

#### Confidentiality:

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure

#### Stop Payment Procedure

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us using telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is schedule to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We charge \$20.00 for each stop payment.

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### Documentation

You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.