

## **Bill Payment Agreement**

By clicking "Accept", you give 1st Source Bank permission to verify all information on your application, including your credit history. Once your application is approved and processed, you may begin using Online Banking Bill Payment.

We are happy to offer Billpay and Presentment FREE to our customers who use the service at least one (1) time per month to pay a bill electronically. If you do not pay at least one bill per month using Billpay and Presentment, 1st Source Bank will charge your primary checking account a \$5.00 fee for that month. Ten electronic bill payments are included each month at no charge. If you make more than 10 electronic bill payments, 1<sup>st</sup> Source Bank will charge your primary checking account \$.50 for each bill payment over ten. This applies to all 1st Source Bank checking accounts except Easy Banking Club, Easy Select, and e Student Checking.

Easy Banking Club and Easy Select account holders will also be charged for non-use but will receive fifteen (15) free electronic bill payments per month at no charge. If more than fifteen electronic bill payments are made, 1st Source Bank will charge your primary checking account \$.50 for each bill payment over fifteen.

e Student Checking account holders will not be charged a fee for non-use and will receive ten (10) free electronic bill payments per month at no charge. If more than ten electronic bill payments are made, 1st Source Bank will charge your primary checking account \$.50 for each bill payment over ten.

Online Banking Bill Payment enables you to set up recurring payments, make one time payments and track your payments to individual payees. No need to write checks and go to the post office. You can do this right from your home or office.

As a Bill Payment user, you understand and agree that the bill payment services are offered through 1st Source Bank ("bank") as a benefit to its customers. You further understand and agree that the service is provided by an independent third party processor, Digital Insight, which is not an affiliate, a joint venture, or partner of the bank.

You agree that the bank is not responsible for any actions and/or omissions of Digital Insight and you agree to indemnify and hold the bank and Digital Insight and their respective officers, directors, employees, insurers, successors and assignees, harmless from any and all claims, losses, costs, damages and/or expenses (including attorney's fees), whether based in contract, tort, warranty, willful misconduct or negligence, which you have arising out of Bill Payment and/or your participation therein and/or use thereof, whether by the failure of Digital Insight to exercise ordinary care, including, but not limited to, errors or delays in effecting advisements(s) or funds transfer(s), in transmitting transaction billing data, any error caused by Digital Insight which results in the transfer of an insufficient amount of funds. Any delay in the receipt of transaction data by Digital Insight, the inability of Bill Payment Service to process the data and/or any fees assessed to you due to a processing error caused by Digital Insight, the failure of the bank to

exercise ordinary care, including errors and delays in effecting advisements, funds transfers, or billing data, rejection of the bank's payment file due to incompleteness thereof or because same was not ready for pickup, among other claims, including attorney's fees and associated costs, statutory, consequential, exemplary, incidental, indirect and/or special damages. These indemnification provisions shall survive the termination of the contractual arrangement between you and the bank.

You understand and agree that the bank has no liability to you in the event that a payment is sent to the wrong vendor or with incorrect account information and you hereby agree to indemnify and hold the bank harmless from all such claims, which indemnification obligations shall survive the termination of the contractual arrangement between you and the bank.

You further understand and agree that if a payment order is rejected, it is your responsibility to reinitiate the transaction if payment is to be resubmitted. Your use and/or participation in Bill Payment constitute your agreement to the foregoing. By initiating an online transfer of funds or bill payment, you are authorizing bank to withdraw from the designated account the amount of funds required to complete the transaction. All transactions initiated via Online Banking will command the legal authority of a written request authorized by your signature. 1st Source Bank is responsible for making reasonable efforts to fulfill only those account requests received via Online Banking. Bank may not be held accountable for any loss resulting from the delay or failure to transmit a message via Online Banking resulting from user error, malfunction of equipment, natural impediments, and/or inaccurate or incomplete information.

I AUTHORIZE the bank to post payment transactions generated by a personal computer from Bill Payment to the account indicated on the form being sent electronically. I understand that I am in full control of my account. If at any time I decide to discontinue service, I will provide written notification. My use of Bill Payment signifies that I have read and agreed to the terms and conditions of the Internet Banking Disclosures and Agreement that have been provided to me electronically.

I UNDERSTAND that payments may take up to five business days to reach the vendor and they will be sent either electronically or by check. The bank is not liable for any service fees or late charges levied against me.

I UNDERSTAND that I am responsible for any loss or penalty that I may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

I UNDERSTAND that anyone can be paid up to and equaling \$9,999.00 in the fifty United States and territories who can accept a check. Tax payments (such as federal, state, and local), court-directed payments (such as alimony and child support) and any other government related payments cannot be paid using online bill payment.

I UNDERSTAND if a 'non-sufficient funds' (NSF) condition exists, the debit will be

returned via banking channels. The ACH return will prompt the system to block the bill payment service, preventing access until the NSF condition is resolved. Any future dated recurring payments scheduled for release during the time the account is blocked will not be sent and must be rescheduled once the block is removed.

I UNDERSTAND bill payments are processed by the Bill Payment processor on all days excluding Saturdays, Sundays and Federal Reserve Board recognized holidays. In cases where a payment gets scheduled on a Saturday or Sunday (this can potentially happen on a recurring payment), the payment is processed on the following business day (Monday, if not a Federal holiday). If you happen to be setting up the payment on this particular Saturday or Sunday, the bill payment will be processed on the next banking business day. Also, please note that weekly recurring payments may not be scheduled on Saturdays or Sundays.

I UNDERSTAND that there must be activity in my account at least once every 180 days to keep my account active. If I do not login, my account will be deactivated and I will lose the history and bill payment information that has been entered. In the event that my account is deactivated I will need to register as a new user.