

From time to time, the Internet Banking Service may be inoperable. If that occurs, your request can be communicated to the Bank by telephone instructions. The Cutoff time for us to receive a stop-payment request is 4:00 p.m. New York time on a Business Day and a stop payment request received after that time will be processed on the next Business Day. You agree that we will have a reasonable period of time following receipt of a stop payment request to act on it.

I. Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Bill Payment Service.

J. Consumer Client Government Payments

For consumers: You agree not to use the Bill Payment Service to make state or federal tax payments and court ordered payments (Government Payments). In no event shall we be liable for any claims or damages resulting from your scheduling of Government Payments. The Service Guarantee as it applies to any late payment related changes is void when Government Payments are scheduled and/or processed by the Bill Payment Service. We shall have no obligation to research or resolve any claim resulting from a Government Payment. All research and resolution for any misapplied, misposted or misdirected Government Payments will be the sole responsibility of you and not of us.

K. Biller Limitation

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Bank will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or a Government Payment under this Agreement.

L. Returned Payments

You understand that Billers, the United States Postal Service, or others involved in the handling of payments may return payments to the Bill Payment Service for various reasons such as, but not limited to:

- i. Biller's forwarding address expired;
- ii. Biller account number is not valid;
- iii. Biller is unable to locate account; or
- iv. Biller account is paid in full.

The Bank will use reasonable efforts to research and correct the returned payment and return it to your Biller, but may not be able to do so or may be able to do so only after delay. You agree that we are not responsible for losses or damages you may suffer as a result. We may at our option at any time simply void the payment and credit your Payment Account, either with or without efforts to correct payment information. We may, but are not required to, notify you in the event a payment has been voided.

M. Information Authorization

Your enrollment in Bill Payment Services may not be accomplished or may be rejected for any reason, including if we cannot verify your identity or other necessary information. Through your enrollment in Bill Payment Services, you agree that the Bank reserves the right to request a review of your credit rating through an authorized bureau. In addition, you agree that the Bank reserves the right to obtain financial information regarding your Account from a Biller or another financial institution (for example, to resolve payment posting problems or for verification). You agree to assist us as we may request in these matters.

13. ACH Services

To enable you to provide instructions to the Bank, so that the Bank may utilize the ACH network to originate entries charged and/or credited to the Account(s), you and the Bank hereby agree as follows:

A. Preparation of ACH Instructions

- i. In accordance with the provisions of Section 3 above, you, or a third party authorized by you in writing to act on your behalf, will prepare and send the Bank debit, credit, prenotification and other ACH-related instructions pertaining to the Account(s) ("ACH Instructions"), all of which shall conform to the then current ACH operating regulations and processing formats of the Bank. The Bank will perform its standard validation tests upon such ACH Instructions, and submit those ACH Instructions that pass such validation tests to the ACH for execution.
- ii. The Bank's deadline for receipt of ACH Instructions each business day, which is necessary to conform with the deadlines for processing ACH Instructions on the date of receipt as prescribed by such operating regulations, is set forth in Section 24 below.