

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 23 above.

B. Processing ACH Instructions; Security Procedure

- i. The authenticity of all ACH Instructions is subject to verification by the Bank pursuant to the security procedure set forth in Section 3 above. You represent that ACH Instructions have been duly authorized by you, and that all information contained in the ACH Instructions is correct and complete. You shall comply with the requirements of the security procedure set forth in Section 3 above with respect to ACH Instructions transmitted by you to the Bank. You understand and agree that the purpose of such security procedure is intended to determine whether the communications purportedly issued by you and received by the Bank are authorized, but is not intended to detect any errors contained in such communications. No security procedure for the detection of any such error has been agreed upon between you and the Bank. When the Bank acts in accordance with the security procedure in processing an ACH Instruction, such ACH Instruction will be effective as if authorized by you, even though such ACH Instruction has not been authorized by you and you agree to pay the amount of such ACH Instruction, and to hold the Bank harmless and otherwise waive any and all claims against the Bank with respect to any such ACH Instruction.
- ii. Requests for cancellation, reversal or return of ACH Instructions shall be made by fax or email, and shall be subject to the time limits set forth in Section 23 above.
- iii. You acknowledge that the Bank has made available information with respect to the operation and risks associated with the security procedure set forth in Section 3 above. You hereby represent and warrant to the Bank that after careful review of the history of your transactions and your anticipated transactions, you are satisfied that the security procedure is appropriate for your needs and that such security procedure is reasonable under your circumstances.