

## **iPay Consumer Terms & Conditions**

### **BillPay-e Plus™ Agreement**

This Bill Payment Agreement governs your use of First State Bank and Trust Company's bill payment product " BillPay-e Plus™ ". By using BillPay-e Plus™, you agree to all of the terms of this agreement. Please read it carefully and keep a copy for your records. The terms "You" and "Your" means any person(s) who applies for Internet Banking and BillPay-e Plus™ with First State Bank and Trust Company, Inc. through completion of a Internet Banking Enrollment Form or uses NetTeller, MOBI and BillPay-e Plus™. "We," "our," "us," and "Bank," refers to First State Bank and Trust Company, Inc. "Business Day" means Monday-Friday, except for federal banking holidays. "NetTeller", "MOBI", "Internet Banking Products" "iPhone/iPad App", "Android App", or "Our mobile banking Apps", IPay Quick Pay or "First State Bank and Trust Company Internet Banking" means our service that allows you to access your accounts, make payments, transfer funds, obtain information, and perform other transactions over the Internet by use of your personal computer or portable mobile device such as a mobile phone or PDA. NetTeller can be accessed through our website at [www.fsbtrust.com](http://www.fsbtrust.com). Mobi can be accessed through our website at [www.fsbtrust.mobi](http://www.fsbtrust.mobi). "iPhone" and "iPad" are registered trademarks of Apple Computers and "Android" is a registered trademark of Google, Inc.

Each of your accounts at First State Bank and Trust Company, Inc., which are accessed by NetTeller, MOBI and BillPay-e Plus™ continue to be governed by the applicable Account Agreement and Regulations Relating to Deposit Accounts including the Electronic Funds Transfer Act.

First State Bank and Trust Company, Inc may, from time to time, introduce new BillPay-e Plus™ services or change the BillPay-e Plus™ services. We will update this First State Bank and Trust Company BillPay-e Plus™ Agreement when this occurs. For example, we may add, delete or amend services. We will notify you of such changes by mail or electronic message. By using these services when they become available, you agree to be bound to the terms contained in this and any updated First State Bank and Trust Company BillPay-e Plus™ Agreement. If you initiate a transaction using one of our Internet Banking products after the publish date of the revised agreement, this constitutes your acceptance of the revised agreement as published.

First State Bank and Trust Company, Inc.'s bill payment service makes it easy to pay bills. You can make a payment, 24 hours a day, 7 days a week, from any computer or mobile device with internet access by logging onto NetTeller, our internet banking product at [www.fsbtrust.com](http://www.fsbtrust.com), or by logging onto MOBI at [www.fsbtrust.mobi](http://www.fsbtrust.mobi), or by our iPhone or Android app. Loan payments, insurance premiums, utilities, credit cards, and many other bills can be easily paid using BillPay-e Plus™. Paying bills electronically can reduce your monthly costs associated with purchasing checks and postage. Payments can be scheduled

as a one time payment or recurring based on your needs. Recurring payments can be scheduled weekly, bi-weekly, monthly, semi-monthly, quarterly, semiannually and annually. Recurring payments can also be for a fixed or variable amount. With BillPay-e Plus™, you can create your own list of payees (payment recipient), view a list of bills scheduled to be paid; view a history of payments paid; and much more.

## I. Enrollment

To use First State Bank and Trust Company's BillPay-e Plus™, customers must first be enrolled in NetTeller/MOBI, the bank's internet banking service. If you are currently enrolled as an Internet Banking customer you may sign up through Netteteller, or please contact a Customer Service Representative for assistance with adding BillPay-e Plus™ to your account.

You must agree to the terms and conditions as set forth by First State Bank and Trust Company, Inc.'s Internet Banking Agreement and, separate Bill Payment Agreement for access to the BillPay-e Plus™ service. Once you have been approved and activated simply log onto NetTeller at [www.fsbtrust.com](http://www.fsbtrust.com), set up your dual authentication information, then determine which checking account you want to use for BillPay-e Plus™ by choosing the "set up as bill payment account" option on the activities drop down box. Review the terms and agreement on the Bill Payment service charges screen and press the "Accept" button to complete the BillPay-e Plus™ setup. Once you set this up in NetTeller, you will be automatically set up in MOBI and in our mobile banking apps.

## II. Fees

First State Bank and Trust Company, Inc. provides the BillPay-e Plus™ Service at no charge to our retail customers.

## III. Identification and PIN

In order to access BillPay-e Plus™, you must login to NetTeller using your NetTeller ID and PIN. NetTeller IDs and PINs are issued during the enrollment process of Internet Banking. Please refer to the Internet Banking Agreement for more details on NetTeller IDs and PINs.

## IV. Customer Service

If you need assistance with BillPay-e Plus™, NetTeller, MOBI, our mobile apps or our website, you may contact a Customer Service Representative by calling (573) 333-1700 between 8:30 a.m. and 4:30 p.m. Monday-Thursday, and between 8:30 a.m. and 5 p.m. on Friday.

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You may also email [electronicbanking@fsbtrust.com](mailto:electronicbanking@fsbtrust.com). It must be noted electronic mail (E-mail) transmissions are not secure communications. We therefore, request that you do not send us or ask for sensitive information in the form of E-mail. You may also stop by your local branch and talk to a Customer Service Representative or write us at: First State Bank and Trust Company, Inc., P.O. Box 18, Caruthersville, MO 63830.

#### V. Hours of Accessibility

You can access your accounts through NetTeller, MOBI, and our mobile apps 24 hours a day, seven days a week. However, at certain times, NetTeller, MOBI, our mobile apps or one or more of our websites may not be available due to Internet or communication problems beyond the bank's control or system maintenance.

#### VI. Payment Originations and Modifications

You can add, edit or delete scheduled payments until 3:00 pm CST on the scheduled payment date. If the scheduled payment date falls on a business day Monday through Friday, except for federal holidays, scheduled payments added, modified or deleted after the 3:00 pm cutoff will not become effective until the next business day. Payments scheduled to fall on a weekend or federal holiday can be modified until 3:00 pm CST on the first business day prior to the payment date. Payments scheduled to occur on a weekend or federal holidays will be processed on the first business day prior to the payment date.

To schedule a payment you must first add a payee (payment recipient) in BillPay-e Plus™. Payees are classified in two types; electronic or check. Electronic payees are payees who can receive payments electronically and have made arrangements to receive payments electronically through various third party service providers. Check payees are payees who can't receive payments electronically or have not made arrangements to receive payments electronically. Electronic payees will appear in the Search Electronic Payee List on the Add New Payee screen. This screen can be found by selecting Add New Payee from the Bill Payment drop down box under the Bank tab. Check payees will not appear in the Search Electronic Payee List and must be setup before using.

If your intended payee is an electronic payee, to schedule a payment you must first select the payee from the Search Electronic Payee List. Some payees have multiple addresses, be sure to select the payee with the proper address that matches your payees invoice's return payment address. If your payee has multiple addresses but the address on your invoice from the payee does not appear you should setup

your payee as a check payee. If the electronic payee selected does not have an address filled in or completed you can enter the appropriate address and other missing information for that payee. Once the correct payee is selected, enter your account number with the payee in the account number field. To ensure you get proper credit, provide the correct account number. Do not enter your checking account number in this field. You must also enter any missing field not automatically filled in for you such as the Address, City, State, Zip and Phone Number. This information can be obtained from your invoice or bill received from the payee. To complete this process, be sure to press the add payee button at the bottom of the screen. You only have to setup or select an individual payee once.

After the correct payee has been selected, you can choose Pay Bill option on the drop down box under Bill Payment. Complete each field on the Pay Bill screen. Select your checking account number and payee from the drop down box and enter the amount you want to pay. You can enter a memo that will print on checks and appear on your payment history. The Alert option is available if you want to receive an alert when you login to NetTeller after the bill has been paid. Enter the frequency and payment date from the drop down box. Enter a Payment Description which will appear on your account history and bank statement and press the Submit Payment button. Your scheduled payment is now complete and will automatically show up in MOBI or our mobile banking apps.

If your intended payee does not appear in the Search Electronic Payee list you must setup the payee as a check payee by completing the Add New Payee screen in its entirety. All fields are required and should be completed correctly to ensure proper credit. An actual check will be generated with your checking account number and an authorization note on the signature line. The check will be mailed by the U.S. Postal Service to the Payee Name and address you provide on this screen. To ensure proper credit and timely payments make sure the information is correct. Once the check payee has been added, scheduling a payment for a check payee is the same procedure as explained for the electronic payee.

To ensure your payment is received by the payee in a timely manner the bank recommends you schedule payments to electronic payees at least 5 days before the due date or your intended payment date. Scheduling payment 5 days earlier will provide an allowance for weekends, holidays and other delays. For scheduled payments to check payees you should allow additional time for U.S. Postal Service delivery.

To edit or delete a scheduled payment, you must choose the View Scheduled Payments under the Bill Payment drop down box. From the View Scheduled Payments screen find the payment you want to edit or delete and press the appropriate option to edit or delete. Make the appropriate changes before the cutoff times explained above.

## VII. Cancellation of Bill Payment Services

If you wish to cancel any or all of your BillPay-e Plus™ services, please refer to the "Customer Service" section in this disclosure for more details on how to contact us. If, for any reason, you should ever wish to cancel BillPay-e Plus™ or both BillPay-e Plus and NetTeller, MOBI, and our mobile banking apps, your scheduled payments and transfers will be automatically deleted. For this reason you should make other payment or transfer arrangements if you cancel these services. This will ensure that future payments or transfers made by you will not be duplicated. The Bank reserves the right to terminate the First State Bank and Trust Company BillPay-e Plus™ Agreement with you, in whole or in part, at any time for any reason.

## VIII. First State Bank and Trust Company's Liability

In addition to those items or circumstances listed in the bank's Internet Banking Agreement, the bank shall not be liable for failure of payment, timely payment or payment errors caused by an act or omission of someone other than the bank. The bank will not be liable if you do not provide the bank with complete, correct, or current account number or other identifying information so that the bank, a merchant, vendor or other third party service provider can properly process the transactions; if you do not properly follow the instructions, or fail to correct or inform the bank about any inaccuracy of which you are aware; if you receive notice from a merchant, vendor or other third party service provider that any payment(s) remains unpaid or has not been completed and you fail to notify the bank; if you make payment to a payee whom is not permitted to receive electronic payments (i.e. governmental agency, court, etc.): If you do not schedule a payment within the proper number of days or time to be received by the due date; if the funds or available balance in the account from which a payment is made is subject to legal process or other claims restricting the transaction; or any other circumstances or persons beyond the control of First State Bank and Trust Company, Inc. that would prevent, delay, intercept or alter the transaction, despite reasonable precautions the bank has taken.

## IX. Customer Liability

You are liable for all bill payment transactions made or authorized, even if the person(s) you authorize exceeds your or their authority. If you have given a third party your NetTeller ID and Personal Identification Number or other means of access and want to terminate that person's authority, you must change your NetTeller ID and PIN immediately and notify First State Bank and Trust Company, Inc. First State Bank and Trust Company, Inc. strongly suggests you do not share your NetTeller ID and PIN with anyone. If you believe your NetTeller ID and PIN or other means of access have been lost or stolen and you notify the bank within 2 business days after learning of the loss or theft, the customer can lose no more than \$50.00 if someone used these codes without your authority. If you do not notify the bank

within 2 business days after learning of the loss or theft of the NetTeller ID and PIN or other means of access, and the bank can prove the bank could have stopped someone from using them without your authority if customer had notified First State Bank and Trust Company, Inc., you could lose as much as \$500.00.

You are responsible for the purchase, installation, maintenance and security of any software or hardware that is needed to access BillPay-e Plus™. You agree to use a reputable antivirus and antispyware software program on your computer and update such antivirus and antispyware software on a regular basis. First State Bank and Trust Company, Inc is not responsible for any errors or issues that arise from the malfunction or failure of either the hardware or security software.

We may allow transactions which exceed your available account balance. If we do, you agree to pay the overdraft and the overdraft charges in effect at the time of the overdraft.

#### X. Withdrawal Limits

If any of your accounts are money market accounts or savings accounts, certain types of withdrawals from those accounts, including loan payments and transfers, are limited to a total of no more than 6 in the monthly statement period. Withdrawals covered by this limitation are ones made by means of automatic transfer, preauthorized transfer, or payments arranged by telephone request. A total of only 6 of these types of withdrawals may be made by check, draft, First State Bank and Trust Company Visa Check Card, or similar order payable to third parties. You also agree all terms and conditions set forth in your deposit account documentation.

#### XI. Error Resolution (For consumer accounts only)

Call or write to us as soon as possible if you think your statement, account or transaction information is wrong or if you need more information about a transaction listed on your statement or shown through NetTeller or MOBI. We must hear from you no later than sixty (60) days after we made available to you the first statement on which the problem or error appeared. Please contact us by referring to the "Customer Service" section in this disclosure for more details. You will need to disclose the following information for prompt attention to error resolution issues:

1. Tell us your name and account number.

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 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 (5 business days for point of sale transactions processed by Visa) 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 (ninety (90) days if you initiated the transaction from outside the United States). If we decide to do this, we will re-credit your account within 10 business days (twenty (20) days if you initiated the transaction from outside the United States) 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 re-credit your account. If we decide that there was no error, we will serve you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

## XII. Disclosure or Account Information

You authorize First State Bank and Trust Company, Inc. to disclose to third parties service providers, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided about your accounts and the transfers you make if necessary to complete the transaction/services related to your account; to comply with government agency or court orders or requests; or to verify the existence and condition of your account for a third party, such as a credit bureau or payee.