



**STATE BANK OF BELLE PLAINE
ELECTRONIC DISCLOSURE OF THE TERMS AND CONDITIONS AGREEMENT
FOR THE ONLINE BILL PAY SERVICE**

Note: All references within this document to the terms "Payment Service" and/or "the Service" reflect the Online Bill Pay Service offered by the State Bank of Belle Plaine.

Bill Pay Service

I acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with State Bank of Belle Plaine Online Bill Pay Service and agree that I have read and will abide by this agreement. I also agree State Bank of Belle Plaine does not need to provide me with an additional paper (non-electronic) copy of this Agreement unless specifically requested. Further, I understand that a copy of this Agreement can be printed by using my browser's print command and a printer.

Use of a Third-Party Bill Pay Service Provider

D+H is the third-party Bill Pay service provider who State Bank of Belle Plaine has contracted with to provide Bill Pay service to its customers. D+H will be the bill payment processor. Accordingly, the term "D+H" represents the customer service provided by D+H to State Bank of Belle Plaine. State Bank of Belle Plaine, at its sole discretion, reserves the right to change Online Bill Pay service providers.

Enrollment Request for the Online Bill Pay Service

State Bank of Belle Plaine reserves the right to refuse enrollment in the Online Bill Pay Service to any customer who does not meet the Online Bill Pay Service criteria which has been established by State Bank of Belle Plaine and/or D+H. Included in these criteria is a requirement that subscribers to this service must live within the United States, its possessions and territories.

Online Bill Pay Service

As used in this Agreement, the term "Payee" means the vendor, biller, person or entity to whom you wish a bill payment to be directed; "Payment Instructions" means the information provided by you to the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.); "Payment Account" means your Checking Account and, in the instance of nonsufficient funds and/or an overdrawn account, any applicable overdraft protection account at State Bank of Belle Plaine, from which all bill payments may be made and/or such funds collected; "Business Day" means Monday through Friday, excluding Federal holidays; "Payment Date" means the Business Day of your choice upon which your bill payment will be made. Your Payment Account will be verified for sufficient funds the day before the "Payment Date"; and "Cutoff Time" means 12:00 p.m. Central Standard Time on any Business Day, and is the time by which you must transmit instructions to have them considered entered on that particular Business Day.

Payment amounts are limited to \$9,999.99 per transaction and \$20,000.00 per day for all transactions.

By providing the Payment Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives from you or your authorized user through the Online Bill Pay Service. When the Service receives a payment instruction, you authorize it to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as soon as reasonably possible.

For this reason, it is necessary that all Payment Dates selected by you be no less than six (6) Business Days before the actual due date for payments that are being sent by check and four (4) days for ACH payments, (not the late date and/or a date in the grace period). It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Payment instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for all late charges. In any other event, including but not limited to choosing a Payment Date which is not six (6) Business Days before the due date or on or past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

A bill payment is "Pending", starting from the time you enter Payment Instructions until the payment is "Processed." A payment is considered "Processed" when D+H issues the payment either by check or electronically. You may cancel or edit any "Pending" Payment (including recurring bill payments). There is no charge for canceling or editing a "Pending" Payment. Please note: we may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "Pending" and it is not possible to stop or cancel a payment which is "Processed." If you desire to cancel or stop any check payment which is "Pending", you must call State Bank of Belle Plaine at 952-873-2296. Stop payments are only accepted for check payments. Please note: A stop payment cannot be placed on an electronic payment. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests sent to us via email or in any other electronic manner will not reach us in time for us to act on your request. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such a stop payment order. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be charged in accordance with State Bank of Belle Plaine established and published fees.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the payment or transfer, or the transfer would exceed the balance of the overdraft protection account, if applicable (Note: State Bank of Belle Plaine may, at its option, pay a scheduled bill payment which exceeds the balance in the checking account by transferring the amount of the resulting overdraft from your available overdraft protection account. Per Federal regulation, preauthorized telephone, Internet or automatic transfers from savings to cover Checking overdrafts cannot exceed six in number per calendar month);
2. The bill payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;

3. The Payee mishandles or delays a payment sent by the Service;
4. You have not provided the Service with the correct names, phone numbers, address or account information for those persons or entities to whom you wish to direct payment;
5. Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions to the Service's performance obligations are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment account or causes funds from your Payment Account to be directed to a person or entity which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper recipient any previously misdirected payments or transfers.

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or D+H (e.g., some Payees are unable to accept electronic payments).

All bill payments debited from your account will appear on your monthly Account Statement under the Electronic Transactions section and under the "Bill Pay History" tab of the Online Bill Pay on State Bank of Belle Plaine Online Banking. All bill payment debits will reflect the name of the Payee (e.g., XYZ Utility Company) as well as the date, time, address and amount.

Prohibited/Discouraged Payments

The following payment types are prohibited or discouraged through the Bill Pay Service. Discouraged payments may be scheduled at your own risk. We will not notify you if you attempt to make any of these payments and due to the time-sensitive nature of these payment types we will not be liable if we do not make a prohibited or discouraged payment that you've scheduled:

- Payments to Payees outside of the United States or its possessions/territories (prohibited and not issued under any circumstances)
- Tax Payments to the Internal Revenue Service or any state or other government agency.
- Court Ordered Payments, such as alimony or child support

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLTION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Required Equipment

In order to use the Online Banking Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser (Mozilla 3.0, Chrome 4.0 or Microsoft Internet Explorer 7.0 or higher), a user ID, and a PIN number. The PIN is the confidential personal identification number you use to access your account(s) through Online Banking.

With your acceptance and use of the Service, you agree that the State Bank of Belle Plaine shall not be liable to you or any third party for any indirect, incidental or consequential costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction or your computer or any virus or computer problems that you may encounter related to the use of the Service.

You agree to Indemnify, defend and hold us, or our affiliate companies, directors, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

PIN and Security

To access the Online Bill Pay service you will need to log on to State Bank of Belle Plaine Online Banking and then click on the Bill Pay Tab. You agree not to give or make available your State Bank of Belle Plaine Online Banking User ID and PIN to any unauthorized individuals. You are responsible for all bill payments you, and your Online Bill Pay authorized user, authorize using the Service. If you permit other persons to use the Service or your State Bank of Belle Plaine User ID and PIN (even though you have agreed not to disclose this information); you are responsible for all transactions they authorize. If you believe that your State Bank of Belle Plaine User ID and PIN has been lost, stolen or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, you must notify State Bank of Belle Plaine at once by calling us during business hours.

You also agree that State Bank of Belle Plaine may revoke your Online Bill Pay and/or Online Banking account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the User ID and PIN belonging to you and/or your authorized user. Further, you agree that, if State Bank of Belle Plaine is notified that you have included State Bank of Belle Plaine in the filing of a petition of bankruptcy, State Bank of Belle Plaine may revoke or refuse to grant you Online Bill Pay service and/or State Bank of Belle Plaine Online Banking account access to your account.

Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your account information and/or PIN have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s) (plus the maximum overdraft line of credit and open-end credit). If you believe your account information and/or PIN has been lost or stolen, and you notify the bank within 60 days after you receive a statement that shows any transfers that you did not make, the loss can be no more than \$50.00 if someone used your account information and/or PIN without your permission. Also, if your statement shows transfers that you did not make, you must notify the bank at once. If you do not notify the bank within 60 days after you receive the statement, you may not be reimbursed for any money you lost after the 60 days, if the bank can prove that it could have stopped someone from taking the money if you had notified the bank in time.

Errors and Questions

In case of errors and questions about your electronic transfers or payments, as soon as you can, you should:

1. Telephone us: 952-873-2296.
or
2. Write us: State Bank of Belle Plaine, PO Box 87, Belle Plaine, MN 56011.

If you think that your statement is wrong or you need more information about a bill payment listed on the statement, we must hear from you no later than (60) days after you received the FIRST statement on which the problem or error appeared. You must:

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, and
3. Tell us the dollar amount of the suspected error.

If you tell us orally, in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days after providing verbal notification.

We will tell you the results of our investigation within ten (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 the complaint or question. If we decide to do this, we will re-credit your account within ten (10)* Business Days for the amount you think is in error, so that you may 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 ten (10) Business Days, we may not re-credit your account.

If we determine there was no error, we will send you a written explanation within three (3) Business Days after we finish the investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents which we used in our investigation.

*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transfers you make ONLY in the following situations:

1. If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
2. Where it is necessary for completing transfers, or
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
4. To a consumer reporting agency for quality assurance.
5. In order to comply with a governmental agency or court orders, or
6. If you give us your written permission.

Charges or Fees

As a participant in the Online Bill Pay Service, we will waive your basic fee of \$4.95 per month for unlimited transactions at this time. If your Online Bill Pay account is inactive (zero transactions) for 90 days, then your Bill Pay Service will be deactivated.

Please note: Your State Bank of Belle Plaine loan accounts may not be paid by using the Online Bill Pay Service, but instead may be paid by using the transfer/payment option on the State Bank of Belle Plaine Online Banking service or by automatic transfer from your State Bank of Belle Plaine Checking account at no charge.

Additionally, charges for other transactions and optional services (e.g., Non-Sufficient Funds or Stop Payment Fees) will be charged in accordance with State Bank of Belle Plaine established and published fees.

You agree to pay such fees and charges, and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you.

You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your Telephone Utility and/or Internet Service Provider.

In the Event a Service Transaction Is Unable to be Processed due to Non Sufficient Funds in your Payment Account

In using the Service, you are requesting the system to 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 the case of non sufficient funds, your payment request will be attempted two (2) more times before the payment request is canceled.

By enrolling for and using this Online Bill Pay service you agree that State Bank of Belle Plaine has the right to transfer funds from your available balance on your overdraft protection account to recover funds for all payments that have been requested to be paid by you and your authorized user: this includes accounts on which you are the primary account-owner, as well as accounts on which you are the joint owner.

Alterations and Amendments

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall send notice to you at your address of record or by secure electronic message via the State Bank of Belle Plaine Online Banking service. Any use of the services after the service sends you a notice of change will constitute your agreement to such change(s). Further, the Service, may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the Online Bill Pay programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

Address Changes

You agree to promptly notify State Bank of Belle Plaine in writing of any address change. Changing your address on the Service does not automatically update your address of record at State Bank of Belle Plaine. Similarly, updating your address at State Bank of Belle Plaine does not automatically update the address on the Service.

Termination or Discontinuation

In the event you wish to discontinue the Service, you must contact State Bank of Belle Plaine within 10 days prior to the actual service discontinuation date. You must request the service discontinuation by written correspondence sent via secure messaging or the mail. Written notice must be signed and sent to:

State Bank of Belle Plaine
PO Box 87
Belle Plaine, MN 56011

State Bank of Belle Plaine may terminate Service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Payee Limitations

The Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay a tax or court-related payments or payments outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this agreement. Payments made to payees in United States possessions/territories may require additional processing time beyond the standard 4-6 business day processing time for payees within the United States proper.

Information Authorization

Through your enrollment in the Online Bill Pay Service, you agree that State Bank of Belle Plaine (or its third-party bill pay service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

Disputes

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what one of the Service's employees says and the terms of this Agreement, the terms of the Agreement shall control.

Assignment

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers.

No Waiver

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for the Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado (Bill Pay Processor location), United States of America, without regard to its conflicts of law provisions.