

Minnesota Lakes Bank
BILL PAYING AGREEMENT/DISCLOSURE

This is your bill paying agreement with Minnesota Lakes Bank. You may use Minnesota Lakes Bank's bill paying service to direct Minnesota Lakes Bank to make payments from your designated checking account to the payees you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules).

"You" or "your" means each person who is authorized to use the service. "Payee" means anyone, including Minnesota Lakes Bank, you designate and Minnesota Lakes Bank accepts as a payee.

HOW TO SET UP PAYEES/PAYMENTS

Complete a bill paying enrollment form. IF YOU WANT TO ADD A NEW PAYEE, USE "SET UP ACCOUNTS/PAYEE" ON THE INTERNET OR SPEAK TO A SERVICE REPRESENTATIVE. You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the Service. Minnesota Lakes Bank reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by Minnesota Lakes Bank will be assigned a payee code. You may pay almost any payee you wish. There are several restrictions:

- 1) The merchant must be located in the United States;
- 2) Payments may not be remitted to tax authorities or government and collection agencies; 3) Payments may not be remitted to security companies, such as Ameritrade, for stock purchases or trade taxing authorities; and
- 4) Court directed payments are unauthorized (alimony, child support, or other legal debts).

Don't forget you can use this system to send payments to your son/daughter in college, pay your local orthodontist, credit cards, charitable donations, etc. A merchant is defined as anybody (company or individual) to whom you want to send money.

Minnesota Lakes Bank is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

THE BILL PAYING PROCESS

Single Payments

A single payment will be processed on the business day (generally Monday through Friday, except certain bank holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Minnesota Lakes Bank, is currently 3 pm CST. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

Recurring Payments

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- Future-dated single payment and recurring payments scheduled with a send on date of a weekend or holiday are processed the business day following the scheduled, send-on date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

For Single and Recurring Payments, YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, for each bill payment to reach the Payee. Any bill payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to Minnesota Lakes Bank. Minnesota Lakes Bank reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and Minnesota Lakes Bank has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree Minnesota Lakes Bank, at its option, may charge any of your accounts with Minnesota Lakes Bank to cover such payment obligations.

Minnesota Lakes Bank reserves the right to change the cut-off time. You will receive notice if it changes.

LIABILITY

You are solely responsible for controlling the safekeeping of, and access to, your Access ID. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Minnesota Lakes Bank and arrange to change your PIN. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. Minnesota Lakes Bank is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. Minnesota Lakes Bank is not liable for any failure to make a Bill Payment if you fail to promptly notify Minnesota Lakes Bank after you learn that you have not received credit from a Payee for a Bill Payment. Minnesota Lakes Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Minnesota Lakes Bank's agent. In any event, Minnesota Lakes Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Minnesota Lakes Bank has knowledge of the possibility of them. Minnesota Lakes Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond Minnesota Lakes Bank's reasonable control.

AMENDMENT AND TERMINATION

Minnesota Lakes Bank has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on Minnesota Lakes Bank's records, by posting notice in branches of Minnesota Lakes Bank, or as otherwise permitted by law.

Minnesota Lakes Bank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Minnesota Lakes Bank. The Minnesota Lakes Bank is not responsible for any fixed payment made before the Minnesota Lakes Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Minnesota Lakes Bank on your behalf.

FEES

Please refer to the Minnesota Lakes Bank [website](#) for price information.

Minnesota Lakes Bank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.