



# Bill Payment Service Terms & Conditions

## SERVICE DEFINITIONS

- **"Service"** means the bill payment service offered by First Interstate Bank
- **"Agreement"** means these Terms and Conditions of the bill payment service
- **"Payee"** means the person or entity to whom you wish a bill payment to be directed
- **"Payment Instruction"** means the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and payment date).
- **"Payment Account"** means your checking account from which all bill payments will be made.
- **"Billing Account"** means the checking account from which all Service fees will be automatically debited.
- **"Business Day"** means Monday through Friday, excluding Federal Reserve holidays.
- **"Scheduled Payment Date"** is the day you want your bill payment deducted from the Payment Account.
- **"Scheduled Payment"** is a payment that has been scheduled through the service but has not begun processing.
- **"Due Date"** is the date reflected on your Payee statement/invoice for which the payment is due. It is not the late date or grace period.

## REPRESENTATION & AUTHORITY

You represent and warrant that you are a commercial entity and will use this Service solely for business purposes. You acknowledge that the federal Electronic Funds Transfer Act and Regulation E do not apply to the provision of the Service to you and that the manner in which First Interstate Bank will provide Services as described in this Agreement is commercially reasonable. You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity.

## PAYMENT AUTHORIZATION & PAYMENT REMITTANCE

By providing the Service with the names and account information of those Payees to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account on the selected Scheduled Payment Date and remit funds to the Payee on your behalf. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

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 transaction;
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 name, phone number or account information for the Payee (Note: If the payee name and account number contained in the Payment Instruction identify different parties, First Interstate Bank may issue the Payment to the account number identified in the Payment Instruction);
5. Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) 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 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 Payee 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 Payee any previously misdirected transactions.

For 'check' payments, you must allow at least five (5) business days for each payment (recurring or single) to reach your payee. Mid West clients must allow seven (7) business days, West Coast clients eight (8) business days.

For 'electronic' payments, you must allow at least five (5) business days for each payment (recurring or single) to reach your Payee.

## **PAYMENT METHODS**

The service reserves the right to select the method in which to remit funds on your behalf to the Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment, or a laser draft payment.

## **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Pending Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Pending Payment. Once a bill payment is In Process, it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **STOP PAYMENT REQUESTS**

The service's ability to process a stop payment request will depend on the payment method and whether or not the check has cleared. The Service may not have a reasonable opportunity to act on any stop payment request after a payment is In Process.

If you desire to cancel or stop any payment which is "In Process" you must call the Bill Payment Help Line 1-888-833-3450. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment order will be the then current charge for such service as set forth in the applicable fee schedule.

## **PROHIBITED PAYMENTS**

Tax payments and court ordered payments, payments to Payees outside of the United States or its territories, and payments to security companies such as Ameritrade for stock purchases or trade taxing authorities are prohibited through the Service.

## **PASSWORD AND SECURITY**

You agree not to give or make available your bill payment password or other means to access your account to any unauthorized individuals. You are responsible for all bill payments you authorize using the Service. If you permit other persons to use the Service or your bill payment password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your bill payment password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling the Bill Payment Help Line at 1-855-342-3400 (M-F 7:30am – 7pm and Sat 10am – 2pm MST).

## **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **ALTERATIONS AND AMENDMENTS**

These Terms and Conditions (the "Agreement"), applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides 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 programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

## **SERVICE TERMINATION, CANCELLATION OR SUSPENSION**

In the event you wish to cancel the Service you may contact the Internet Banking Help Line at 1-855-342-3400 (M-F 7:30am – 7pm and Sat 10am – 2pm MST)

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or

suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **PAYEE LIMITATION**

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

## **RETURNED PAYMENTS**

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account.

## **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 of this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, without regard to its conflicts of laws provisions.

## **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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**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 INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE.**