FIRST NATIONAL BANK of Milaca

First National Bank of Milaca
Bill Pay Terms and Conditions

1. Service. The Bill Pay Plus service ("Service") is designed to allow customers ("You") to make "Payments" from your designated deposit accounts ("Account") with First National Bank of Milaca ("Bank") to "Payees" you choose in accordance with this agreement (Agreement). This Service is only available to Online Banking customers of the Bank.

The terms and conditions of this Agreement supplement the Bank's Online Banking Agreement and Disclosure and your existing Account Agreement and Disclosures governing your accounts with the Bank.

2. Acceptance of these terms. After you have carefully read this Agreement in its entirety, you will be asked to accept the terms and conditions of this Agreement by clicking the "I ACCEPT" button below. By accepting this Agreement, you are agreeing to all of the terms and conditions outlined within it. You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable This Agreement is subject to change. Updates to this Agreement will be sent electronically if you have agreed to our Electronic Disclosure Consent Agreement, otherwise they will be mailed to you at the last known address in our files. We will provide you with advance notice if any changes to this Agreement are required by applicable law. If you have any questions about this Agreement, or if you want a paper copy, please contact our Digital Banking Department at (320) 983-1330, send us a secure email through the Online Banking Service, or write us at First National Bank of Milaca, ATTN: Digital Banking Department, P.O. Box 38, Milaca, MN 56353. You should print and/or save a copy of this Agreement for your records.

If you do not agree to the terms of this Agreement and/or do not accept the electronic version of this document, select the "CANCEL" button below.

3. Fees/charges. The Bank will charge a [b]$4.95 monthly inactivity fee [/b]if you do not make at least one (1) payment within the calendar month period. This Service Fee will be debited from your (Primary) Account as identified.

We will notify you at least 30 days before we increase the Service Fee. If increased, continued use of the Service after we provide notice of the change in the fee amount indicates your acceptance to pay the new Service Fee amount.

Fees associated with Rush Delivery and Gift Pay are disclosed prior to making the payment.

For other fees applicable to your Account(s), please see your Deposit Account Agreement given to you at account opening and our current Common Fee Schedule.

The 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 fees/charges before they are incurred.

4. Limitation of Service. When using the Service, you may experience technical or other difficulties. The Bank is not liable for or responsible for any technical difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part immediately and at any time without prior notice to you. If the Bank determines that there has been an adverse change in your financial condition, the Bank, in its sole discretion, may change or discontinue the Service in whole or in part, effective immediately.

5. Payees/Payments. Once your request for this Service is processed, you may create your list of Payees. You may make payment(s) to persons or entities, only if they are on your authorized list of payees. You can add, delete or change information about a Payee or scheduled payment online. The Bank reserves the right to refuse the designation of a Payee for any reason.

Designated Payee Restrictions:
a. The merchant must be located in the United States International payments are unauthorized.
b. Payments may not be remitted to tax authorities or government and collection agencies.
c. Payments may not be remitted to security brokerage companies for stock purchases or trade taxing authorities.
d. Court directed payments are unauthorized (e.g., alimony, child support or other legal debts).

6. Setting up Payees, Payments Bill Pay Alerts, eBills, and Person-to-Person payments. The Help tab of this Service provides FAQs and Show me how video training to help you set up the different services within this Service.

For customer service regarding the Bill Pay Service call 866-956-1193 or use the convenient messages feature.

7. Mobile payees/payments. You will have the ability to add new payees, edit existing payees, or delete payees directly from your mobile device (smart phone and or tablet).

(End users will receive a security question (Multi Factor Authentication- MFA) only once during a Mobile Banking session. Example, if the end user was presented an MFA at login, they will not be presented an MFA again when adding and or editing a payee.)

The Bank is not responsible if a 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 (persons or entities) that is not on your Authorized Payee list.

8. Single Payments. A single payment will be processed on the business day (Monday through Friday, excluding Federal 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 is currently 3:00 CT. The Bank reserves the right to change the cut-off time; with electronic notification being sent securely to your Online Banking account and/or a notice being posted to our website www.fnbmilaca.com. 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 (weekends and Federal Holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

9. 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 (weekends and Federal Holidays), the payment will be made on the business day prior to the non-business day.

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.

10. Payment Delivery. Single and Recurring Payments, YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, for each payment to reach the Payee.

11. Cancellation or Changes. Any scheduled Payment can be changed or canceled, provided you access the Bill Pay Service prior to the daily cut-off time on the business day prior to the business day the Payment is going to be initiated.

12. Available Funds. You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Payments requested, as well as, any other payment obligations you have to the Bank. We reserve the right, without liability, to reject or reverse a 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 we have not exercised our right to reverse or reject Payment, you agree to pay for such payment and any other overdraft charge on demand. Also, we may deduct any such Payment and/or overdraft charge from any Bank account in your name.

13. In Case of Errors or Questions About Transactions Involving Consumer Accounts.
Your liability regarding unauthorized transfers and errors involving Consumer Accounts may be limited by the Electronic Funds Transfer Act and related federal regulations, as further set forth in the Electronic Funds Transfer Initial Disclosure provided to you. A copy of which can be found at www.fnbmilaca.com.

14. In Case of Errors or Questions About Transactions Involving Business Accounts.
Call us at (320) 983-3101 or write us at First National Bank of Milaca, ATTN: Error Resolution Department, P.O. Box 38, Milaca, MN 56353 as soon as you can, if you think your periodic statement is wrong or if you need more information about a transfer covered by this Agreement, which is listed on the statement.

15. Contacting us by E-Mail. Sending e-mail is a very good way to communicate with us regarding the Connected Accounts or the Internet.

16. Banking Services. However, unless you use the "Messages" feature available through Online Banking Services AFTER YOU HAVE SECURELY LOGGED INTO THE ONLINE BANKING SITE, your e-mail is sent via your own software and, as a result, may not be secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to us. You cannot use e-mail to initiate Online Banking Services transactions. All such transactions must be initiated using the appropriate functions within the Online Banking Services. We will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

17. Your Responsibility. You are solely responsible for controlling the safekeeping of and access to, your Online Banking Services including Bill Pay. 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 the Bank and arrange to change your password and any other access credentials that may apply. You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. The Bank is not responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. The Bank is not liable for any failure to make a Payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Payee for a Payment. The 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 Bank's agent. In any event, the 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 the Bank has knowledge of the possibility of them. The 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 the Bank's reasonable control.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. Our technology partners and we retain all rights, title and interests in and to the Service, Software and Development made available to you.

18. LIMITATION OF SERVICE. When using the Service, you may experience technical or other difficulties. The Bank is not liable for or responsible for any technical difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part immediately and at any time without prior notice to you. If the Bank determines that there has been an adverse change in your financial condition, the Bank, in its sole discretion, may change or discontinue the Service in whole or in part, effective immediately.

19. TERMINATION. The Bank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to First National Bank of Milaca, ATTN: Digital Banking Department, P.O. Box 38, Milaca, MN 56353. The Bank is not responsible for any fixed Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any Payments made by the Bank on your behalf.

MILACA OFFICE
P.O. BOX 38
190 2ND AVE SW
MILACA, MN 56353
PH: (320) 983-3101
FAX: (320) 983-2341

ISLE OFFICE
P.O. BOX 7
310 W MAIN ST
ISLE, MN 56342
PH: (320) 676-3154
FAX: (320) 676-3156

GILMAN OFFICE
P.O. BOX 99
10225 115TH ST NE
GILMAN, MN 56333
PH: (320) 387-2233
FAX: (320) 387-2212

ZIMMERMAN OFFICE
P.O. BOX 189
26120 3RD ST E
ZIMMERMAN, MN 55398
PH: (763) 856-3626
FAX: (763) 856-2265

Member FDIC
EQUAL HOUSING OPPORTUNITY

20. OWNERSHIP & LICENSE. You agree that the Bank retains all ownership and proprietary rights in the Service, associated content, technology, website(s) and app(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose, which would be contrary to Bank's business interest, or (iii) to Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

21. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOU AGREE AND ACKNOWLEDGE THAT NO EXPRESS WARRANTIES HAVE BEEN GIVEN.

22. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

23. Governing Law and Attorney Fees. The laws of the State of Minnesota shall govern all issues under the Mobile Deposit Terms and Conditions agreement, and all actions, claims and defenses shall be brought in the Minnesota Seventh Judicial District, Mille Lacs County. In the event of any dispute, the prevailing party shall be entitled to recover its reasonable attorney fees, court costs, collection expenses and litigation costs.

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