

## Terms & Conditions

### BILL PAY AGREEMENT AND DISCLOSURE

This is your Bill Pay Agreement and Disclosure with First National Bank Alaska (“Bank”). Please read this agreement and disclosure carefully and keep a copy for your records. By clicking the submit button below, you agree to the terms and conditions set forth herein.

You may use the Bank’s Bill Pay Service (“Service”) to direct Bank to charge this checking account (“Account”) and remit payment on your behalf to your Payees in the United States, including Bank, designated by you and accepted by Bank. The terms and conditions of this agreement are in addition to your Account agreement, disclosures and other documents in effect from time to time governing your Account and your Bank Now! Online agreement.

"You" or "your" means each person authorized to direct Bank to charge this checking account for remittance to a Payee by use of the Service.

1. Accessing the Service. Complete the enrollment form. When you complete the enrollment form, you must select a User ID and temporary PIN. The first time you access the Service, you will be asked to enter your User ID and temporary PIN, whereupon you will be required to change your PIN. Each time you access the Service thereafter, you will be asked to enter your User ID and PIN. Correct responses will provide you access to the Service. Bank will notify you by email, sent from Bill Pay Support, once your enrollment is approved. Approval may take several Business Days.

2. Payees and payments. You must provide all required information concerning each person or entity you designate as a Payee to enable the Bank to determine whether to accept that person or entity as a Payee. It may take several days for the Bank to accept a person or entity as a Payee. Bank may refuse to accept a person or entity as a Payee for any reason. Once accepted, the Payee will appear on your authorized list of Payees. You may use the Service to remit payment to a person or entity only if the person or entity is a Payee and you provide all information required by Bank. Bank is not responsible if a payment is not made due to incomplete, incorrect or outdated information provided by you or if you direct remittance to a person or entity not on your authorized list of Payees.

3. Single Payment / Recurring Payment. Single Payment. Bank will charge this Account on the Business Day (“Business Day” means a day that is not a Saturday, Sunday or holiday observed by Bank) that you designate as the process date, provided your instruction is submitted prior to the daily cut-off time on that date. The daily cut-off time is 12:00 noon Alaska Standard Time. Bank may change the cut-off time. A single payment instruction submitted after the cut-off time on the designated process date will be processed and charged to this account on the following Business Day. If you designate a process date that is not a Business Day, the payment will be processed and charged to this account on the first Business Day following the designated process date. Recurring Payment. When a recurring payment instruction is processed, processing dates are automatically scheduled by the System. Future processing dates are calculated based upon the frequency setting you select. If the calculated process date is a date that is not a Business Day, the selected process day is automatically changed based upon the following rules:

a. If you select the recurring payment “Pay Backward” option, the future process

date is automatically changed to the first Business Day prior to the calculated process date. If you do not select the "Pay Backward" option (or if the "Pay Backward" option is not available), the future process date is automatically changed to the first Business Day after the calculated process date.

b. If the future process day would be the 29th, 30th, or 31st day of a month with fewer days, then the process day is automatically changed to the last Business Day of that month.

THE PROCESS DATE IS THE DATE WE CHARGE YOUR ACCOUNT IN ACCORDANCE WITH YOUR DIRECTIONS. IT MAY BE, BUT IS NOT NECESSARILY, THE DATE PAYMENT IS RECEIVED BY THE PAYEE YOU DESIGNATE. IF YOU DESIGNATE ANYONE BUT BANK A PAYEE, YOU SHOULD SELECT AS THE PROCESSING DATE FOR A SINGLE OR RECURRING PAYMENT, A DAY THAT IS AT LEAST EIGHT DAYS BEFORE THE PAYMENT IS DUE.

4. Overdrafts and insufficient funds. You agree to have available and collected funds on deposit in this Account in an amount sufficient to make any payment(s) you have directed by using this Service, and any outstanding item(s) that may be charged to this account. Bank may, but is not obliged to, follow your direction(s) if it would create an overdraft. If Bank follows your direction(s) and an overdraft results, you agree to pay the amount of the overdraft on demand. You further agree that Bank, at its option, may charge any other account(s) you have with Bank to cover the overdraft.

5. Amendment and termination. Bank has the right to change this agreement at any time by notice mailed to you at the last address shown for this Account according to Bank's records, by posting notice in Bank's branches, or as otherwise permitted by law. Bank has the right to terminate this agreement at any time. You may terminate this agreement by written notice to Bank. Bank is not responsible for any payment made before Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Bank on your behalf.

6. Fees. The fee for the Service is \$4.95 per month, for an unlimited number of payments. Additional charges may be assessed as listed below:

- Proof of payment delivered to a Payee and not necessitated by a dispute: \$10.00
- Cancellation of payment instruction prior to processing date: \$7.50
- Returned payment due to your error: \$5.00
- Written Correspondence to Payee: \$10.00
- Written Correspondence sent Express to Payee: \$15.00
- Research time involving payment(s) no longer available in your screen history: Current rate per your Account agreement

7. Liability for unauthorized transfers. Tell us AT ONCE if you believe your User ID and 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 (plus your maximum overdraft line of credit, if applicable). If you believe your User ID and PIN have been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your User ID and PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your User ID and PIN, and we can prove we could have stopped someone from using your User ID and PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows any charge(s) to your account you did not authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

8. Contact in event of unauthorized transfer. If you believe your User ID and PIN have been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call 907.777.4362 (in Anchorage) or 1.800.856.4362 (in other communities) or write us at: First National Bank Alaska, P.O. Box 100925, Anchorage, AK 99510-0925.

9. Business Days. Business Days are all days that are not a Saturday, Sunday or a holiday observed by Bank.

10. Confidentiality. We will disclose information to third parties about your Account or the payments you make:

- (i) Where it is necessary for completing payment, or
- (ii) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

11. Documentation - Periodic statements. You will receive a monthly Account statement.

12. Preauthorized payments - Stop Payments. You may change or cancel a payment instruction only by use of the Service. Any such change or cancellation instruction must be received by us prior to the cut-off time of the Business Day prior to the Business Day designated as the process date.

13. Bank's liability. If Bank does not follow your payment instruction on time or in the correct amount according to this Agreement, Bank will be liable for your losses or damages. However, Bank will not be liable:

- (i) If, through no fault of Bank, you do not have enough money in your Account to make a payment.
- (ii) If the payment would go over the credit limit on your overdraft line.
- (iii) If the Service was not working properly and you knew about the breakdown when you initiated a payment.
- (iv) If circumstances beyond Bank's control (such as fire or flood) prevent the payment, despite reasonable precautions the Bank has taken.
- (v) The Payee mishandles or delays a payment sent by us.
- (vi) You have not provided us with the correct name, phone number or account

information for the Payee, or you have not provided us with accurate personal information either during enrollment or you have otherwise provided incomplete payment instructions.

You are solely responsible for controlling the safekeeping of, and access to, your User ID and PIN. 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 User ID and PIN. You will be responsible for any payment request you make that contains an error or is a duplicate of another payment. Promptly notify Bank if you learn that you have not received credit from a Payee for a payment. 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 Bank's agent.

If the Bank fails to make a payment or does so incorrectly, Bank will be responsible for correcting the mistake by following your instruction as directed and/or returning any incorrect payment. Additionally, Bank will be liable for any actual damages you prove. The foregoing constitutes your exclusive remedy under this agreement. 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 Bank has knowledge of the possibility of them. 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 Bank's reasonable control.

14. Error resolution. In Case of Errors or Questions About Your payments telephone us at 907.777.4362 (in Anchorage) or 1.800.856.4362 (in other communities) or write us at: First National Bank Alaska, P.O. Box 100925, Anchorage, AK 99510-0925 as soon as you can, if you think your statement or payment confirmation is wrong or if you need more information about a payment listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (i) Tell us your name and account number (if any).
- (ii) Describe the error or the payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (iii) Tell us the dollar amount of the suspected error.

If you tell us orally, we may 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 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. If we decide to do this, we will credit your Account within 10 business days 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 choose not to credit your Account.

For errors involving new accounts we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If

we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.