



First National Bank

A L A S K A

MEMBER FDIC

Business Essential Online Agreement

This is an agreement between First National Bank Alaska, (hereinafter "Bank") and _____ (hereinafter "Customer"), whereby Bank agrees that Customer may effect deposit account transactions and other deposit account services by use of Business Essential Online, an Internet service (hereinafter "System"), and Customer agrees to pay Bank's charges for Customer's use of the System. The agreement of the parties is as follows:

1. Customer is authorized to use the System to obtain information about Customer's deposit account(s) with Bank; issue a stop payment with respect to any item drawn on a deposit account of Customer with Bank; effect funds transfer(s) between specified accounts of Customer with Bank, including transfer of deposit credit to pay indebtedness of Customer to Bank; and, issue an order to Bank to charge a deposit account of Customer with Bank and remit payment on behalf of Customer to Bank or a payee in the United States designated by Customer. The account(s) with Bank and services by Bank that may be affected by Customer by use of the System are identified in the most current Business Essential Online Authorization executed and delivered by Customer to Bank.
2. Customer agrees to be bound by all of the accompanying Business Essential Online Terms and Conditions, receipt of which is hereby acknowledged, and all subsequent Addendums and Amendments thereto, furnished by Bank to Customer in the manner specified in the accompanying Business Essential Online Terms and Conditions.
3. Written notice to Bank to be effective must be sent addressed to Bank as follows:

First National Bank Alaska
Bank Operations Support
P.O. Box 100720
Anchorage, AK 99510-0720
(or, 1753 Gambell Street 99501)

Customer

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Bank Use

Accepted By: _____

Name: _____

Location: _____

Date: _____

Bank Operations Support/Review Unit

Processed By: _____

Date: _____

EIN: _____



Business Essential Online Terms & Conditions

- Hours of Service.** Bank will endeavor to make the System and the services provided by use of the System available at all times. Nevertheless, access may be temporarily unavailable during the period when Bank is updating its files or when Bank's equipment or software needs servicing or is otherwise malfunctioning. In the event of interruption, Bank will work to restore service as promptly as possible. Bank will not be liable in any way whatsoever for any loss, damage, or inconvenience suffered by Customer or any third party dealing with Customer, because of or during such interruption of service. Bank's sole liability to Customer, or any third party dealing with Customer, arising out of the delay or interruption in services shall be to use its best efforts to resume services as promptly as reasonably practicable.
- Account Balances & Transfers.** Account balance information available through the System may not reflect all transactions affecting the account. Transactions, including transfers in payment of indebtedness owed to Bank, are displayed in real-time, meaning that a transaction is displayed instantaneously to Customer and recorded in Bank's mainframe computer. Nevertheless, recorded transactions initiated before 11:00 p.m. are processed and the books of Bank are updated the following morning, Monday through Friday, between the hours of 2:00 a.m. and 6:00 a.m., (except on bank holidays). While every effort is made to provide up-to-date data, Bank's processing schedule makes it impossible to guarantee current data is always displayed on the System.
- Stop Payments.** Any order of Customer to Bank by use of the System to stop payment of a check must include the following information: the date of the check, the amount of the check and/or the complete check number. In connection with any such order, Customer agrees to hold Bank harmless for the amount of the check as well as for all costs or damages Bank may incur or suffer by refusing to pay the check. Furthermore, Customer agrees that Bank will act upon any such order and will be bound by it only in accordance with the following provisions: (i) although it may not appear at the time of the order that the check has not yet been paid or certified, it may have been, in which event the request is not effective; (ii) the order does not affect rights which others, including Bank, may acquire with respect to the check; (iii) Bank will rely on the correctness of the description of the check furnished by Customer with the order; (iv) payment of any check which is not correctly and completely described by the information furnished by Customer will not be in violation of the order; (v) the effectiveness of the order will expire without further notice from Bank 6 months after it is received by Bank, unless the order is renewed by Customer in writing in the form prescribed by Bank or by use of the System; and (vi) Bank will charge the account on which the item is drawn the current amount of Bank's stop payment fee, immediately upon processing Customer's stop payment order.
- Activation and Access for Business Essential.** The System is available only to deposit and/or loan customers of Bank. Customer's System access will be activated upon receipt of the attached agreement duly executed and upon approval by Bank of a completed Business Essential Online Authorization. Within 3-5 business days following receipt of Customer's agreement and authorization Bank will furnish Customer separate written confirmations of each System Administrator's identification and temporary password to be used for first-time access to the System, by United States first class mail addressed to the System Administrator at the mailing address provided by Customer on the authorization. Anyone logged into the System for the first time using the System Administrator's identification and temporary password will be prompted to change the temporary password to one of their own choosing and to establish a site key, security phrase and security questions and answers. Thereafter, anyone entering the System Administrator's identification and password may, by use of the System, grant access to other Users and assign each user a User identification and temporary password. Anyone logged into the System for the first time using the User's identification and temporary password will be prompted to change the temporary password to one of their own choosing and to establish a site key, security phrase and security questions and answers. Each time a User (including a System Administrator) logs into the System thereafter, the System will display the site key and security phrase to enable the User to verify a legitimate connection to the System. Additionally, the System will verify if the connection is from a known IP address and if not, will pose one of the security questions.
- Activation and Access for Business Essential with Business Advantage.** The System is available only to deposit and/or loan customers of Bank. Customer's System access will be activated upon receipt of the attached agreement duly executed and upon approval by Bank of a completed Business Essential Online Authorization along with a Business Advantage Addendum. Within 3-5 business days following receipt of Customer's agreement, authorization and addendum Bank will furnish Customer separate written confirmations of each System Administrator's identification and tokens and temporary password to be used for first-time access to the System, by United States first class mail addressed to the System Administrator at the mailing address provided by Customer on the authorization. Anyone logged into the System for the first time using the System Administrator's identification and temporary password will be prompted to change the temporary password to one of their own choosing, enter the serial number on the back of the token, enter the one-time password displayed on the token, establish a four digit personal identification number (PIN), register their email address and establish a security question and answer. Thereafter, anyone entering the System Administrator's identification, the current one-time password generated by the registered token and matching PIN, may, by use of the System, grant access to other Users and assign each a User identification and temporary password. Anyone logged into the System for the first time using the User's identification and temporary password will be prompted to change the temporary password to one of their own choosing, enter the serial number on the back of the token assigned to them by the System Administrator, enter the one-time password displayed on the token, establish a four digit personal identification number, register their email address and establish a security question and answer. Each time a User (including a System Administrator) logs into the System thereafter, the System will display a site key the User can verify on their token to enable the User to verify a legitimate connection to the System.
- Images.** Bank shall make images of cleared items available online for the current and previous statement. This service is provided as a convenience to our online customers. Statements that are cut on a monthly cycle are only available for 60 days after the first day of the cycle. To review an image, simply click on the image hyperlink.
- Electronic Statements.** The current ID and Password assigned to a System Administrator designated by Customer on the most recent Business Essential Online Authorization must be entered in the System to gain access to a Service enrollment form. A Service enrollment form must be completed and submitted on behalf of Customer by use of the System to activate the Service. Starting as soon as your next statement cycle, First National Bank Alaska shall make your checking, savings and/or Repurchase Agreement account statement(s) available online in the form of an electronic statement. This service is being provided as a convenience to our online customers. The Bank will send, to the e-mail address provided for the System Administrator in the enrollment form, a courtesy e-mail notifying you that your statement is available. To access your statement simply log on to Business Essential, select your account and click on the "Document" button. Your paper statement of account shall be discontinued starting as soon as your next statement cycle. Your account(s) remains subject to your deposit agreement, including but not limited to your duty to review your statement(s) of account and report to the Bank errors and fraudulent transactions as set forth in that agreement.

Any authorized person on the affected account may request a paper copy of any such statement by visiting the bank in person or by contacting the Bank at (907) 777-4362 or toll free at 1-800-856-4362. If you request a paper statement normal fees will apply.

You may terminate Electronic delivery of your statement at any time by visiting the Bank in person or by contacting the Bank at (907) 777-4362 or toll free at 1-800-856-4362 and future statements will be sent in paper form to your address of record.

Business Essential Online Terms & Conditions, continued

8. **Electronic Notices.** The current ID and Password assigned to a System Administrator designated by Customer on the most recent Business Essential Online Authorization must be entered in the System to gain access to a Service enrollment form. A Service enrollment form must be completed and submitted on behalf of Customer by use of the System to activate the Service. Starting as soon as 2 business days but no longer than 5 business days after you successfully enroll for this service, First National Bank Alaska shall make available, in the form of an electronic document, certain notices pertaining to your checking, savings and/or Repurchase Agreement account(s) that would normally be mailed to you. Currently the notices that will be provided electronically under this service are; ACH Advice Notices, Incoming Wire Transfer Notices, Repurchase Agreement Confirmations, and Return Deposit Item Notices. This service is being provided as a convenience to our online customers. Such notices will be considered delivered to you when they are made available to you through this service. It is your responsibility to ensure that you check for such notices on a regular basis and report any errors within the timeframes allowed pursuant to your deposit agreement with the Bank. Such timeframe starts on delivery of such notice. To access your notice simply log on to Business Essential, select your account and click on the "Documents" button. Paper versions of these notices (with the exception of Return Deposit Item Notices) shall be discontinued coinciding with the start of this electronic notification service.
- Any authorized person on the affected account may request a paper copy of any such notice by visiting the Bank in person or by contacting the Bank at (907) 777-4362 or toll free at 1-800-856-4362. If you request a paper notice normal fees will apply.
- You may terminate Electronic delivery of your notice at any time by visiting the Bank in person or by contacting the Bank at (907) 777-4362 or toll free at 1-800-856-4362 and future notices will be sent in paper form to your address of record.
9. **Fees and Payment of Fees.** Bank's fees for use of the System and any services obtained by Customer by use of the System shall be assessed at Bank's then current charge for such service as posted on Bank's website (www.FNBAlaska.com), or as otherwise agreed between Bank and Customer. Bank's fee schedule for such use and services may be amended by Bank from time to time upon 30 days prior notice posted on such website. Such fees shall be charged to Customer's account designated in the most current Business Essential Online Authorization executed by Customer and accepted by Bank unless expressly stated otherwise in the Business Essential Online Agreement.
10. **Amendments to Business Essential Online Authorization.** Customer may amend the Business Essential Online Authorization currently in effect by executing and delivering to Bank a new Business Essential Online Authorization. If Bank approves the new Business Essential Online Authorization, amendments will be effective upon approval. If such amendment removes a System Administrator or designates a substitute System Administrator, all current ID's and Passwords will nevertheless remain in effect.
11. **System Security.** Customer shall be solely responsible for implementing prudent internal policies and procedures to protect against unauthorized access to Customer's accounts by use of the System. Upon completion of enrollment, Bank shall provide Customer a User's Manual, which provides guidance, based on current industry standards, regarding the establishment of Passwords and other practices. Customer should include similar guidance in its internal policies and procedures. Customer acknowledges that by entering a System Administrator's ID and Password an individual can control several security settings within the System such as the hours in which others can access the System, a maximum dollar amount for transfers between accounts, requiring entry of a second ID and Password (dual control) in the System to transfer funds between accounts by use of the System, etc. These settings are described within the User's Manual(s) and Customer's use of such settings can assist in protecting against unauthorized use. Customer understands and agrees that any account(s) Customer authorizes to be charged for a transfer between accounts or for bill payment(s) may be charged for such purpose(s) by a person entering any System Administrator's or User's ID and Password acting individually if the System controls set by a person entering any System Administrator's User ID and Password do not require a second User ID and Password be entered for approval of the transaction, even though a check drawn on the account, to be properly payable, must be signed by more than one person. Customer agrees that any transaction accomplished by use of the system and affecting the account(s) of Customer with Bank is an authorized transaction if accomplished by use of a current ID and Password.
12. **Termination.** Either party may terminate the attached Business Essential Online Agreement at any time for any reason. Termination by Bank will be effective upon Bank's notifying Customer by any means. Bank will send Customer written confirmation of the termination no later than one Business day after the date of such termination. Termination by Customer will be effective the Business day following Bank's receipt of Customer's written notice of termination at the address provided for Bank Operations Support in the Business Essential Online Agreement. Any termination of such agreement shall not affect any of Customer's obligations arising out of any transaction occurring prior to such termination.
13. **Limitation of Liability.** Bank takes reasonable security precautions in storing and transmitting private data communications. However, Bank cannot guarantee the System and/or Customer's account information will be absolutely secure from access by unauthorized users. Customer understands and agrees that Bank is not liable for any claim, loss, cost, or expense resulting from interception of, or other unauthorized access to, any such data. Customer understands and agrees Bank is not liable to Customer for any direct, indirect, consequential, special, or punitive damages or losses whatsoever Customer may incur in connection with the use of the System, or with any of the data or other materials transmitted through or residing on the System even if Bank has been advised of the possibility of such damage or loss. This includes, but is not limited to, the loss of data or any other loss resulting from delay, non-delivery, or service interruption of any nature whatsoever.
14. **NO WARRANTIES.** BANK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF THE INFORMATION OR SERVICES DESCRIBED HEREIN, AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. USE OF ANY INFORMATION OR DATA OBTAINED BY WAY OF THE SYSTEM IS AT CUSTOMER'S OWN RISK. BANK IS NOT RESPONSIBLE FOR ANY CHARGE(S) CUSTOMER MAY INCUR FOR CUSTOMER'S ACCESS TO INTERNET SERVICES. IN NO EVENT IS BANK LIABLE FOR ANY DAMAGE OR LOSS OF ANY KIND RESULTING DIRECTLY OR INDIRECTLY FROM ANY USE OF OR DEFECT IN THE SYSTEM OR ANY OTHER BANK ELECTRONIC SERVICE, UNLESS EXPRESSLY STATED IN THE BUSINESS ESSENTIAL ONLINE AGREEMENT.
15. **Use Restricted to Lawful Purposes.** Customer agrees that Customer will use the System only for lawful purposes. Customer further understands that Customer is not permitted to, and agrees not to, transmit any material in violation of any federal, state, local, or foreign law.

Business Essential Online Terms & Conditions, continued

16. **Other Agreements.** Each deposit account identified on the Business Essential Online Authorization is the subject of a separate deposit agreement between Bank and Customer. Nothing herein contained cancels, replaces or modifies any term or provision of any such agreement, or any rule or regulation of Bank that pertains to such an agreement. Under this agreement, Customer is only contracting for the opportunity to obtain information about the condition of, and/or furnish orders to Bank to debit or credit the deposit account(s) specified in the most current Business Essential Online Authorization by an alternate authorized means of communication.
17. **Notices.** Bank shall be entitled to rely on any notice believed by it in good faith to be genuine and to have been signed by Customer's authorized representative, and any such communication shall be deemed to have been signed by such person. Except as otherwise expressly provided herein, any notice or other communication required or permitted to be given under the agreement shall be effective when sent by first class mail, registered or certified, return receipt requested, in a postage prepaid envelope (or when delivered by courier as evidenced by a signed receipt) to Bank at the address provided for Bank Operations Support in the Business Essential Online Agreement, unless another address is substituted by written notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received by Bank.
18. **Confidentiality.** All information each party receives from or respecting the other in the performance of the Business Essential Online Agreement shall be received in confidence and shall not be disclosed to any other person except as such disclosure may be required by law or expressly permitted in writing by the other party. Bank shall not use Customer's name in any manner whatsoever in connection with its performance of the agreement without the prior approval of Customer. Bank may identify Customer to other ACH's, other banks, and to regulatory authorities when necessary for performance of the agreement.
19. **Partial Invalidity.** If any provision of the Business Essential Online Agreement or any provision hereof is ruled invalid or unenforceable, Customer agrees the remaining provisions will continue in full force and effect. The agreement is governed by and is to be interpreted under the laws of the State of Alaska, without regard to its conflict of laws principles, as if the agreement were entered into and performed completely in Alaska. Customer agrees all lawsuits relating to the agreement or the System shall be brought in the Superior Court of the State of Alaska located in the City of Anchorage.
20. **Acceptance; Changes.** Customer's signature on the attached Business Essential Online Agreement constitutes Customer's acceptance of all terms and conditions contained herein. Bank reserves the right to change any of the terms or conditions of the agreement at any time. Advance notice of a change and the effective date shall be provided in a written notification mailed to Customer at the current address of Customer on file with Bank. The continued use of the System after the effective date will indicate Customer's acceptance of such change(s), and that any new term(s) and/or condition(s) will supersede and prevail against any and all previous representations or agreements, notwithstanding any variance with these terms and conditions or Customer's agreement. After Customer's System access has been granted, if Customer does not want to be bound by the terms of the agreement, as amended from time to time, Customer may terminate the agreement in accordance with §12 herein.
21. **Waivers.** Neither the exercise by a party of, nor a failure or delay in exercising, any right or remedy available under the Business Essential Online Agreement shall constitute a waiver of such, or any other, right or remedy or of any default by the other party. Only waivers in writing and signed by the party to be charged shall be effective. No waiver by a party of any right or remedy available under the agreement shall constitute a waiver of any other default or a like default on a future occasion.
22. **Benefit.** The Business Essential Online Agreement shall inure to the benefit of, and the obligations created hereby shall be binding upon, the successors, assigns, and legal representatives of the parties. No provision of the agreement shall create rights in favor of, or be enforceable by or for the benefit of, anyone except Bank or Customer.
23. **Assignment.** To be effective, any assignment by Customer of any interest in or rights arising under any part of the Business Essential Online Agreement must be approved by Bank in writing.
24. **Headings.** The heading contained within any paragraph is for the convenience of the reader and not determinative as to the content of the provision.
25. **Entire Agreement.** The Business Essential Online Agreement together with these terms and conditions, as amended from time to time, and the most current Business Essential Online Authorization executed by Customer and Bank is the sole agreement between Customer and Bank governing Customer's use of the System. It is expressly understood there is no oral agreement(s) or understanding(s) between Customer and Bank, which will be deemed to extend, restrict or otherwise supersede the exact terms of the agreement or these terms and conditions.

Additional Terms and Conditions Applicable to Bill Payment Services (hereinafter "Service"):

1. **Definitions.**
 - a) "Service" means that feature of Bank's Internet System that enables Customer, by use of the Internet, to issue an order to Bank to charge a deposit account of Customer with Bank and remit payment on behalf of Customer to Bank or a payee in the United States designated by Customer.
 - b) "Authorized Account" means a checking account with Bank authorized by Customer to be charged for a payment instruction transmitted to Bank by Customer by use of the Service. The most current Business Essential Online Authorization executed by Customer and Bank specifies each Authorized Account.
 - c) "Business Day" means a day that is not a Saturday, Sunday or a holiday observed by Bank.
2. **Enrollment/Account Activation.** The current ID and Password assigned to a System Administrator designated by Customer on the most recent Business Essential Online Authorization must be entered in the System to gain access to a Service enrollment form. A Service enrollment form must be completed and submitted on behalf of Customer by use of the System to activate the Service. When enrollment is approved by Bank, notification will be sent from Bill Pay Support to the email address provided for the System Administrator in the enrollment form. Once Bank approves enrollment, the Service may be activated with respect to any Authorized Account designated by Customer. Approval may not occur for several Business Days. However, if Bank does not approve enrollment of Customer or the activation of the Service with respect to an Authorized Account designated by Customer, Bank shall notify Customer of such rejection no later than the next Business Day following submission of an enrollment form and/or activation order by use of the System or by telephone call to any System Administrator on the most recent Business Essential Online Authorization.

Business Essential Online Terms & Conditions, continued

Additional Terms and Conditions Applicable to Bill Payment Services (hereinafter “Service”), Cont'd:

3. **Accessing an Authorized Account.** Once enrollment of a Customer and Activation of an Authorized Account is approved by Bank, Customer may use the Service to order Bank to charge an Authorized Account and remit payment on Customer’s behalf to any Payee(s) in the United States, including Bank, designated by Customer and accepted by Bank. Entry in the System of a current ID and Password assigned to a current System Administrator will enable use of the Service to enter a valid payment order, designate a Payee for acceptance by Bank, or authorize another person (“User”) to issue to bank a payment order; designate a Payee; or appoint another User with the same or more limited authority with respect to an Authorized Account. Each User identified by use of the System will be assigned a unique ID and Password. Any transaction affecting an Authorized Account directed by use of the Service will be deemed authorized by Customer if initiated by entry of a current ID and Password. Thus, use of a valid ID and Password to direct a transaction affecting an Authorized Account by someone other than the System Administrator or User to whom it was assigned will be at the sole risk of Customer.
4. **Payees and Payments.** Bank must be provided all required information concerning each person or entity designated 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, a Payee will appear on Customer’s authorized list of Payees. Bank is not responsible if a payment is not made due to incomplete, incorrect or outdated information provided with respect to a Payee or if remittance is directed to a person or entity not on Customer’s authorized list of Payees.
5. **Single Payment / Recurring Payment.** *Single Payment.* Bank will charge the designated Authorized Account on the Business Day that is designated as the process date, provided the 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 the Authorized Account on the following Business Day. If a process date that is not a Business Day is designated, the payment will be processed and charged to the Authorized 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 selected. 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 the recurring payment “Pay Backward” option is selected, the future process date is automatically changed to the first Business Day prior to the calculated process date. If the “Pay Backward” option is not selected (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 day of that month.

THE PROCESS DATE IS THE DATE BANK CHARGES THE AUTHORIZED ACCOUNT IN ACCORDANCE WITH USER’S DIRECTIONS. IT MAY BE, BUT IS NOT NECESSARILY, THE DATE PAYMENT IS RECEIVED BY THE PAYEE. IF ANYONE BUT BANK IS DESIGNATED AS PAYEE, A DATE SHOULD BE SELECTED AS THE PROCESSING DATE FOR A SINGLE OR RECURRING PAYMENT, THAT IS AT LEAST EIGHT DAYS BEFORE THE PAYMENT IS DUE.

6. **System Security.** Customer shall be responsible for implementing prudent internal policies and procedures to protect against unauthorized use of the Service. Upon enrollment, Bank shall provide Customer a User’s Manual, which provides guidance, based on current industry standards, regarding the establishment of ID’s and Passwords and other practices. Customer shall consider including similar guidance within its internal policies and procedures. Customer acknowledges that anyone using a current ID and Password assigned to a System Administrator(s) can control several security settings affecting the Service, such as designation of Users and Payees and the number of Users required to direct a valid payment instruction. These settings are described within the User’s Manual(s) and Customer’s use of such settings can assist in protecting itself against unauthorized use.
7. **Overdrafts and Insufficient Funds.** Customer agrees to have available and collected funds on deposit in the designated Authorized Account in an amount sufficient to make any payment(s) directed by use of the Service, and any outstanding item(s) that may be charged to that Authorized Account. Bank may, but is not obliged to, follow any direction(s) if that direction would create an overdraft. If Bank follows a direction and an overdraft results, Customer agrees to pay the amount of the overdraft on demand. Customer further agrees that Bank, at its option, may charge any other account(s) Customer has with Bank to cover the overdraft.
8. **Preauthorized Payments - Stop Payments.** A payment instruction initiated by use of the Service can be changed or canceled only by use of the Service. Any such change or cancellation instruction must be received by Bank prior to the cut-off time of the Business Day prior to the Business Day designated as the process date.
9. **Amendment and Termination.** Bank has the right to change this agreement at any time by notice mailed to Customer at the last address shown for any Authorized 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. Customer may terminate the Service by written notice to Bank. Bank is not responsible for any payment made before Bank has a reasonable opportunity to act on Customer’s termination notice. Customer remains obligated for any payment(s) made by Bank on Customer’s behalf.
10. **Bank’s Liability.** Customer is solely responsible for controlling the safekeeping of, and access to, User IDs and Passwords assigned to Customer’s agents and employees. Customer will be responsible for any payment instruction that includes an error or is a duplicate of another payment instruction. Customer should promptly notify Bank if Customer learns that Customer has not received credit from a Payee for a payment. Bank is not responsible for Customers 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 Customers payment instruction as directed and/or returning any incorrect payment. The foregoing constitutes Customer’s 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.

Business Essential Online Terms & Conditions, continued

Additional Terms and Conditions Applicable to Bill Payment Services (hereinafter “Service”), Cont'd:

11. **Fees.** The fee for the Service is \$5.95 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 non-bank 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 Customer’s screen history: Current rate per the Authorized Account agreement.