

BILL PAYING AGREEMENT

This is your bill paying agreement with SUNDANCE STATE BANK (known as SSB). You may use SSB's bill paying service to direct SSB to make payments from your designated checking account to the merchants you choose in accordance with this agreement. The terms and conditions of the 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 signs the bill paying enrollment form or is otherwise authorized to use the Service. “Merchant” means anyone, including SSB, you designate and SSB accepts as a payee.

HOW TO SET UP MERCHANTS/PAYMENTS

Sign up for Bill Payment with SSB. Go to SSB's website and click on Internet Banking. Log on using the user ID and password assigned by the bank. Click on the account that you want the payments to come out of. Click on “New Scheduled Payment” under Bill Payments-provide the required information. Continue until you have all payments set up.

THE BILL PAYING PROCESS

SSB will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by SSB, which is currently 2:00 p.m. MST. Variable bill requests received after the business day cut off time or at any time on a non-business day will be processed on the next business day. SSB reserves its right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, PROCESSING WILL BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the date you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST SEVEN (7) BUSINESS DAYS FOR EACH BILL PAYMENT TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS).

You agree to have available 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 SSB. SSB 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 SSB 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 SSB, at its option, may charge any of your accounts with SSB to cover such payment obligations.

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

LIABILITY

You are solely responsible for controlling the safekeeping of, and access to, your Personal Identification Number (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 SSB 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. SSB is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. SSB is not liable for any failure to make a Bill Payment if you fail to promptly notify the SSB after you learn that you have not received credit from a Merchant for a Bill Payment. SSB 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 SSB's agent. In any event, SSB 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 SSB has knowledge of the possibility of them. SSB is not liable for any act or delay in acting if it is caused, in whole or in part, by any cause beyond the SSB's reasonable control.

Amendment and Termination

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

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

Fees

The fee for the Bill Paying Service is \$.43 per bill paid.

Additional charges for Customer requested Services and Other
Items

These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct a SSB error.

Written Correspondence to Merchant.....\$10.00
Per proof of Payment not necessitated by a dispute..... \$10.00
Payments returned due to customer error.....\$ 5.00

SSB 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 received when you opened your account, which discloses important information concerning your rights and obligations.

I hereby authorize Sundance State Bank to debit my account listed below to initiate payments to the merchants that I set up on Sundance State Bank's website under my user ID and password.

Applicant

Checking Account Number