



BILL PAY AGREEMENT/DISCLOSURE

This is your bill pay agreement with Synergy Bank, SSB (“The Financial Institution”). You may use Synergy Bank, SSB bill pay (“service”), to direct Synergy Bank, SSB to make payments from your designated checking (account) to the Merchants you choose in accordance with this agreement. The terms and conditions of this 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 pay enrollment form or is otherwise authorized to use the Service. "Merchant" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a payee.

ACCESSING THE SERVICE

When you complete your bill pay enrollment form, you will be given an opportunity to request a SUBSCRIBER /USER I.D. Synergy Bank will make every effort to accommodate your request. A temporary Personal Identification Number (PIN) will be assigned by Synergy Bank.

Each time you access the Service, you will be asked to enter your SUBSCRIBER/USER ID and PIN. Correct responses will give you access to the Service.

THE BILL PAYING PROCESS

The Financial Institution 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 the Financial Institution, which is currently 3:00 p.m. CST. 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. The Financial Institution 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 dates 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 FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS)

The Financial Institution is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not yet “Active”. “Active” is defined as a merchant who has been accepted by the service. This status will appear under the “Setup Accounts and Payees” button. Once you setup a new payee, it usually takes three (3) days for this status to change from pending to active.

OVERDRAFTS AND INSUFFICIENT ITEMS

You agree to have available and 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 the Financial Institution. The Financial Institution 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 the Financial Institution 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 the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations. These terms and conditions are in addition to the terms disclosed in the “Your Deposit Account” disclosure.

You can change or cancel any Bill Payment 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 Financial Institution 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. The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution in writing after you learn that you have not received credit from a Merchant for a Bill Payment. The Financial Institution 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 Financial Institution's agent. In any event, the Financial Institution 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 Financial Institution has knowledge of the possibility of them. The Financial Institution 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 Financial Institution's reasonable control.

Arbitration

If You and The Financial Institution cannot resolve any claim, controversy, or dispute through good faith negotiations, including any dispute regarding the validity, construction, or enforcement of this Agreement, either Party may demand that such matter be submitted to arbitration. The site of all arbitration proceedings, as well as venue for any and all other legal proceedings relating to this Agreement, shall be Waco, McLennan County, Texas unless You and The Financial Institution agree in writing, to another site. Issuance of an arbitration demand shall suspend the effect of any default entailed by such claim, controversy, or dispute, as well as any judicial or administrative process instituted in connection therewith, for the duration of the arbitration proceedings. Arbitration shall be governed by the commercial rules of the American Arbitration Association (the "AAA"), or such other rules as may be mandated by the AAA. Arbitration shall be conducted by one arbitrator who shall deliver a decision specifying such remedy or remedies (including money damages) as the arbitrator shall deem (a) to fully implement the intent and purpose of this Agreement and any related agreement(s), (b) indemnify and hold harmless the non-breaching party from all losses, costs, and expenses (including costs of arbitration and reasonable attorney's fees) resulting from said default. The right to demand arbitration and to receive damages and obtain other available remedies as deemed appropriate by an arbitrator shall be the sole and exclusive remedy for You and The Financial Institution. The Judgment of the arbitrator shall be considered final and binding on You and The Financial Institution, and the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Amendment and Termination

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

The Financial Institution has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Financial Institution. The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice. Reasonable opportunity to act on your termination notice shall not be less than five (5) banking days from the receipt of your termination notice. It is the responsibility of you the customer to ensure you do not have any scheduled payments. You remain obligated for any payments made by the Financial Institution on your behalf.

Fees

You will pay no fees for the Bill Pay Service.

Special Disclosures Regarding telephone bill paying

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

End of Bill Pay Disclosure



Synergy Bank Bill Pay Enrollment Form

Name : _____

Social Security Number : _____

Mailing Address: _____

City, State, Zip: _____

Physical Address if different from mailing address: _____

Home Phone: _____ Business Phone: _____

Email Address: _____

Date of Birth: _____ Mother's Maiden Name: _____

<u>Synergy Bank Account Number – Please indicate the checking account number you wish to use to debit your bill payments. You must be an authorized signer on the account.</u>

User ID:

Please choose a customer id that is at least 6 characters and without spaces or special characters. This ID will be used when you signon.

Pin: You will be assigned a randomly generated pin number. You will be prompted to change this the first time you sign-in. Your password must be a minimum of 6 characters and contain an alpha-numeric character.

By signing below, you are applying for Synergy Bank's Bill Pay service, acknowledging receipt of the terms and conditions of this agreement and disclosure statement to which you agree to be bound: and you are certifying that all information provided is accurate. By signing this enrollment form, I am voluntarily contracting with the Bill Pay service to act as my agent, to include electronic remittance and origination provisions to any merchant with which I enroll.

Customer Signature

Date

_____(Please initial) I acknowledge receipt of the "Bill Pay Agreement/Disclosure" and "Electronic Fund Transfers Your Rights and Responsibilities."

For Synergy Bank Use Only

Assigned by: _____	<input type="checkbox"/> Added to Bancpac	Date: _____
Verified by: _____		Date: _____