



## **Business Internet Banking Bill Payment Schedule**

This Business Internet Banking Bill Payment Schedule (the "Schedule") governs the use of the bill payment service (the "Service") offered by Horicon Bank ("Financial Institution," "us," "we," or "our"). The Company ("Company," "you" or "your") has requested that Financial Institution provide certain electronic bill payment capabilities to the Company so that Financial Institution may originate bill payments on the Company's behalf subject to the terms of this Schedule. By using the Service, you agree to all terms and conditions found in this Schedule.

**1. Internet Banking.** This Schedule is incorporated with and into the Company's Master Treasury Management and Online Banking Agreement (the "Master Agreement") with Financial Institution, the terms and provisions of which shall apply to the Service provided to the Company hereunder, except to the extent such terms and provisions may be inconsistent with the terms and provisions of this Schedule, in which case the terms and provisions of this Schedule will govern and control. Capitalized terms not defined herein have the meaning ascribed to them in the Master Agreement.

**2. Definitions.** As used in this Schedule:

- "Cutoff Time" means 3:00 pm Central Time on any Business Day, and is the time by which you must transmit Payment Instructions to have them considered entered on that particular Business Day.
- "Payee" means the vendor, biller, person or entity to whom you wish a bill payment to be directed.
- "Payment Instructions" means the information provided by you to the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.).
- "Payment Account" means your account(s) designated on Exhibit A, and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable or available balance on any line of credit accounts (e.g., line of credit overdraft accounts) of yours at Financial Institution, from which all bill payments may be made and/or such funds collected.
- "Payment Date" means the Business Day of your choice upon which you would like the bill payment to be made and your Payment Account debited.

**3. Internet Banking Bill Pay Service Procedures and Liability.** Payment amounts are limited to \$25,000.00 per transaction, and \$25,000.00 per day for all transactions, unless you are otherwise notified by us.

By entering Payment Instructions in the Service, you authorize Financial Institution to follow the Payment Instructions. When Payment Instructions are sent, you authorize Financial Institution to

debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as the Payment Date as is reasonably possible.

For this reason, it is necessary that all Payment Dates selected by you be no later than the actual due date for payments (not the late date and/or a date in the grace period). It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Payment instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein and in the Service, and the Service fails to send a payment according to the Payment Instructions received even though the Payment Instructions were timely made, the Service will bear responsibility for late charges for payment and no other damages. In any other event, including but not limited to choosing a Payment Date which is past the due date stated on your invoice or bill or not scheduling a payment in time for a paper check to arrive by the payment due date, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

A bill payment is "In Process" starting at the Cutoff Time on the Business Day you select as the Payment Date. A bill payment is a "Pending Payment", starting from the time you enter Payment Instructions until the payment is "In Process." A payment is considered "Completed" when the Service issues the payment either by check or electronically. You may cancel or edit any Pending Payment (including recurring bill payments) by following the directions provided in the Service. There is no charge for canceling or editing a Pending Payment. Please note: Financial Institution may not have a reasonable opportunity to act on any stop payment or cancellation order, or termination request as to existing Payment Instructions, given after a payment is "In Process" and it is not possible to stop or cancel a payment which is "Completed." Although Financial Institution will attempt to accommodate your request when a payment is "In Process," Financial Institution will have no liability for failing to stop payment, or cancel or terminate Payment Instructions if it is unable to do so. If you desire to cancel or stop any payment which is "In Process," you must call Financial Institution at 920-485-3040. Stop payment requests sent to Financial Institution via electronic mail or in any other manner may not reach Financial Institution in time for us to act on your request. If you call with such a request, Financial Institution may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as disclosed in Financial Institution's Rate & Fee Schedule.

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment is in the sole discretion of Financial Institution.

All bill payments debited from your Payment Account will appear on your monthly statement, the "History" section in Internet Banking and under the "BILL PAY HISTORY" section of the Payment Service. ACH debits will generally reflect the name of the Payee (e.g., XYZ Utility Company) as well as the date and amount; payments by check will be reflected on your statement with a date, check number, payee, and amount. All payments can be viewed with the Payee's name, payment amount and payment date by reviewing your recent payment history under the electronic Payment List option provided to you as part of the Payment Service.

**4. Prohibited Payments.** The following payment types are prohibited through the Service:

- Tax Payments
- Court Ordered Payments
- Payments to Payees outside of the United States or its possessions/territories

**5. Loan Accounts.** Please note: your Horicon Bank loan accounts may not be paid by using the Payment Service, but instead may be paid by using the transfer/payment option on the Internet Banking service or by automatic transfer from your Horicon Bank checking account at no charge.

By enrolling for and using this Payment Service you agree that Financial Institution has the right to transfer funds from available balances on any line of credit account(s) to which you are a party to recover funds for all payments for which you are responsible under this Schedule

**6. The Event a Bill Pay Transaction Is Returned and/or Overdraws Your Payment Account.** In using the Service, you are requesting payments to be made for you from your Payment Account. If the Service is unable to complete the transaction for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with Financial Institution's established and published fees. Further, you also agree that a NSF fee may be charged to your Payment Account even if the payment is not returned but is paid and overdraws your Payment Account.

**7. Payee Limitations.** The Service reserves the right to refuse to pay any person or entity to which you may direct a payment. You will be notified if the Service does not pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this Schedule.

**Exhibit A – Bill Pay Authorized Users Form**

DATE: **XX/XX/XXXX**

COMPANY NAME **CUSTOMER NAME**

RIM NUMBER: **XXXXXX**

COMPANY ID NUMBER: **\_XX-XXXXXXXX**

The Company authorizes Financial Institution to provide a username and password to each of the person(s) named below, permitting anyone with an established user name, password and the appropriate Access Codes, to initiate bill payments using the Payment Service on behalf of the Company, and to provide Payment Instructions authorizing the debit of any of the account number(s) listed on the same line as the person's name (and any of Company's overdraft or line of credit accounts in accordance with the Exhibit.)

Business Total Daily Limit for all users: **\$0,000.00.**  
 Business Total Transactional Limit for all users: **\$0,000.00.**

AUTHORIZED USER	Accounts	Make Payments Up to \$.	Approve Payments Up to \$.	Add / Change Payees	View Payment Reports	Audit Reports
1. <b><u>USER 1</u></b>	XXXX XX	<b>\$0,000.00</b>	<b>\$0,000.00</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. <b><u>USER 2</u></b>	XXXX XX	<b>\$0,000.00</b>	<b>\$0,000.00</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Financial Institution may require the Company to complete a new Exhibit A in the event of a change or termination of authority of an authorized user or Access Codes.