



Terms and Conditions for Picture Pay Service

DESCRIPTION OF SERVICE

This Service allows the customer to make a payment by taking a picture of their Bill Statement/Remittance stub from their payee. One requirement is that the statement has the necessary information needed to send a check or electronic payment to the payee listed on the statement.

SERVICE DEFINITIONS

"Service" means the Picture Pay Service offered by Fortress Bank (Bank), through Allied Payment Network.

"Agreement" means these Terms and Conditions of the Picture Pay Service.

"Payee" is the person or entity to which a Picture Pay is to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a Picture Pay to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date, Payee Address).

"Payment Account" is the checking account from which Picture Pays will be debited.

"Billing Account" is the checking account from which all Service fees are automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays. Cut off time for same day business is 5:00 p.m. CST.

"Business Banking Hours" our website lists business hours (<https://www.BankFortress.com>) or use the Locate us Button within the mobile app for banking business hours.

PAYMENT SCHEDULING

Payment Delivery Type/ Expected Delivery

Standard Electronic

3 Business Day – We collect on day one and send the payment on day two for posting to creditor on day three (depending on the biller it's more like 2-3 days for posting).

Expedited Electronic

2 Business Day - We collect and send the payment on day one for posting on day two (depending on the biller, 1-2 days for posting is most likely). There is a \$5.00 fee for this expedited service.

Same Day Electronic

Same Day - This settlement is the same as the expedited electronic but, through billers that promise to post the payment on the same day. There is a \$5.00 fee for this same day service.

Standard Paper

5 Business Day - Paper payments are sent on day one. The delivery date is dependent on the location of creditor and the speed of the USPS. Your account will be debited when the payee deposits the check, not when the check is mailed to the payee.

Over Night Paper

1 Day - The payment is sent the same day and the check reaches its destination the following day. There is a \$30.00 fee for this overnight service.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges, up to \$50.00, should a payment post after its Due Date **as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.**

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom direct payments are to be made, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds or the transaction would exceed your account overdraft credit limit;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee;
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment

Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (a check written on the customer's account on their behalf). The maximum amount of any single check is \$10,000.00, unless an exception is approved by the Bank, and the aggregate amount daily is \$20,000.00.

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be cancelled or edited. As a result, stop payment request must be submitted by contacting the Bank.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Bank. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request is \$32.00.

PROHIBITED PAYMENTS

Payments to Payees outside of the United States or its territories are prohibited.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service. However, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee, as it applies to any late payment related charges, is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments authorized using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your

password or other means to access your account has been lost, stolen, or compromised and that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 866-659-7776 during banking business hours. Wording for Sponsors with e-mail contact only: you must notify the Service at once by using the application's e-messaging feature.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If the Bank is notified within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your Fortress Bank Internet Home Banking Account Number and PIN has been lost, stolen or compromised, your maximum loss exposure is \$50.00. If you fail to notify Fortress Bank within (2) Business Days after you learn of unauthorized access to your account(s) and/or loss of your Fortress Bank Internet Home Banking Account Number and PIN has been lost, stolen or compromised, and we can prove that we could have prevented the unauthorized access to your account(s), or use of your Fortress Bank Internet Home Banking Account Number and PIN had you notified the Bank, you could lose as much as \$500.00. If your monthly statement or your online account detail, reflect any transfers or payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement which reflected an unauthorized transfer(s) or payment(s) was mailed to you, you may not get back any money you lost after the 60 days, provided that we can prove that we could have stopped someone from taking money if you had told us in time.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, notify the Bank, as soon as possible, via one of the following:

1. Telephone 866-659-7776 during banking business hours; or
2. Write: Fortress Bank; PO Box 507; La Harpe, IL 61450; Attn: Bill Payment Dept.

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, notify the Bank no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must include:

1. Your name and Service account number;
2. Error or the transaction description in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Dollar amount of the suspected error.

If you contact us verbally, your complaint may need to be submitted in writing within ten (10) Business Days after your verbal notification. After hearing from you, the investigation results will be provided to you within ten (10) Business Days and the error will be corrected promptly.

However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

Your account information will be kept as confidential except in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

There may be a charge for optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution for the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. You authorize the Service to report the facts concerning returns to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent

revisions and updates.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting the Bank. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

PAYEE LIMITATION

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or the Bank says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless

such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.