

Bank of Marin Bill Payment Service Agreement

Last Revised: May 2019

The Bill Payment Agreement between you and Bank of Marin ("Bank," "we," "our" or "ours"), and, together with any related Setup Form, Fee Schedule, sets forth the terms and conditions governing the provision of Bill Payment Services to you or anyone authorized by you (collectively, "Customer," "you," "your" or "yours") and describes your and our respective rights, responsibilities and obligations.

In addition to this agreement, the BOM Deposit Agreement and Disclosure Statement (BOM Deposit Agreement) and the Online Banking Agreement apply to account transactions performed using BOM Bill Payment Services. These agreements may be amended from time to time.

Bank, in its sole discretion, may not permit Customer to use the Service until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service. For Business Users, the Bank must have a reasonable opportunity to review the Setup Form and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by Bank. **In order to activate the Service, you must have at least one checking Account with us and Online Banking linked to the Service.**

You can arrange for the Payment of your current, future and recurring bills or obligations from your Bill Pay Account.

Initiation of Payments. All Payments and related instructions, including Payee designations, Payment cancellations, stop Payment orders, etc., may be initiated through the Service or, on a limited basis a registered mobile device, by any Account Owner, or for Business Accounts, a User designated by the Company's Administrator.

Check Numbers. The default check starting number is 9000. The check number is assigned as Payments are scheduled.

Signature Line. Checks issued by the Bill Pay service have "Signature on File" printed on the signature line.

Payees. Your Payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States.

There is no limit on the number of Payees or number of Payments that may be authorized. However, there is a per item charge after 20 payments each month, see fee schedule.

The maximum per Payment amount is \$25,000 for check and for ACH Payments. All Payments are subject to the availability of sufficient funds in the designated checking account. However, Bank reserves the right to impose limits at some future date, with proper written notice.

You must specify for each Payee his, her or its full name, a complete mailing address and telephone number, along with your account number with the Payee, if any.

Bank reserves the right to decline to make Payments to certain persons and entities.

Because these are sometimes not properly handled by the Payee, you should not use the Service to make Payments for taxes, court-ordered or other government payments or payments to be made outside of the United States, and agree that Bank has no responsibility to determine whether a Payee is such a party and to refuse to process such Payments; rather, we may, in our discretion and without prior notice to you, (i) process such Payments without responsibility for any mishandling by the Payee, or (ii) refuse to so process such Payments.

When you create a new Payee in the Bill Payment service, for Business customers only, there is a temporary status until we have had sufficient time to set up the account for your business Payee and verify information about your account.

You must specify for each Payment its amount and whether it is recurring. Customer may schedule Payments for a fixed amount on the same date each month to be automatically initiated (a "Recurring Payment"). The date on which a Payment is scheduled to be made is referred to as the "Recurring Payment Date." If a Recurring Payment Date is a day which does not exist in a certain month, then the Payment will be initiated on the last Banking Day of that month. In the case of recurring Payments:

It is your responsibility to update Payee account information such as address changes, account numbers, etc., to assure that future Payments are properly sent to and processed by the Payee.

Once started, such Payments will be made automatically until you delete the Payment or upon its scheduled expiration.

Scheduling Payments. You may schedule Payments to be initiated on the current Business Day, on a future date, or on the same date of each month.

You must schedule your Payments long enough in advance of the date you want the Payment to be received by the Payee to allow for processing and transmission of the Payment either through an Automated Clearing House ("ACH") or by check drawn by the bill Payment processor and sent through the United States mail.

You should schedule electronic Payments to be processed at least three (3) Business Days before the Payment due date, and payments by check at least five (5) Business Days before the Payment due date. A "Business Day" shall mean Monday through Friday, excluding Federal Banking holidays.

Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, Bank only initiates Payments on Business Days.

If you make a Payment prior to 7pm pacific, it will be scheduled for processing the next business day. If Payment is made after 7pm pacific (cutoff time), it will be initiated two business days after initiation.

Changes to previously scheduled Payments must be made before **7 p.m.** pacific on the Business Day before the day it is to be initiated, and, even if attempted before that time, if the transaction shows an "in process" status, then it cannot be modified or cancelled.

Funds must be available in your Account on the scheduled Payment date. We may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check drawn on your account, as indicated when you initiate the Payment. Funds for Payments made electronically, will be deducted from your account on the Business Day the Payment is transmitted. Funds for Payments made by check will be deducted from your account on the date the check is presented for Payment to the Bank.

You must be careful when selecting the account from which the Payment is to be made and when imputing the Payee's name and address, as neither the Bank nor the processing company will check for accuracy. You agree not to use the Bank's Bill Payment service for Payments made to or through a federal, state, or local court or agency (fines, taxes, fees, etc.) These Payees may not be equipped to properly handle electronic Payments or a Payment not accompanied by a coupon or similar document. You also understand that the Bank has no obligation to monitor your compliance with this requirement and is not liable for any Payment to these Payees which are not processed timely or properly.

Canceling and Stopping Payments.

You may cancel a pending Payment, provided that we receive your instruction to cancel prior to the cutoff time on the Business Day on which the Payment is scheduled to be processed.

Once it has been processed, you may neither cancel nor stop an electronic Payment. However, a stop Payment can be placed on a Payment that has been made by check; if your stop Payment order is received before the check is presented to and paid by the Bank.

There is no fee for cancelling a Payment; however a fee may apply for a stopping a Payment made by check. The amount of this fee will be the same as for stop Payment orders you make on paper checks you issue outside of the Service.

To stop a bill Payment originated in Online Banking with Bill Payment or Online Banking, you must contact technical support for assistance. Please refer to the Online Banking website for that telephone number.

All recurring bill Payments must be deleted by the authorized user prior to the service being terminated. Failure to do so may result in the continuation of the scheduled Payments.

Postal or Processing Delays. Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee.

Insufficient Funds. If a scheduled electronic Payment cannot be made because your Account does not have sufficient funds to cover it on the Business Day it is scheduled to be processed, the electronic Payment will be canceled and no further attempt will be made by Bank to make the electronic Payment even if, on the next or a later Business Day, there are sufficient funds to cover it. (In the case of recurring electronic Payments, only the electronic Payment currently scheduled will be canceled.) In such cases, you are solely responsible for making alternate arrangements for the Payment or rescheduling the Payment through the Service.

Failure to Make a Scheduled Payment. Bank is not responsible for any charges imported or any other action taken by a payee resulting from a Payment that Customer has not scheduled properly or the payee has not posted properly, including any applicable finance charges and late fees.

Failed Payments. If an electronic Payment is returned to us for any reason, in our sole and absolute discretion, we may either research and attempt to correct the problem, so that the Payment can be effectuated, or we may void the Payment and re-credit your Account.

Error Resolution. If you think there is an error on your statement, write to us at: Bank of Marin, PO Box L, Novato, CA 94948-0972. In your letter give us the following information:

- Account information, your name and account number
- Dollar amount, the dollar amount of the suspected error
- Description of the problem. If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential error in writing (or electronically). You may call us but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

See the BOM Deposit Agreement for more information about error resolution.

Bank Customer Support is (866) 626-6004, Opt 2 | Available Monday - Friday, 9 AM to 6 PM, Pacific Time.

Bill Payment Customer Service is (800) 593-4345 | Available Monday - Friday, 5 AM to 5 PM, Pacific Time.