

The Cecilian Bank  
Bill Pay Terms and Conditions

Welcome to The Cecilian Bank Online Bill Pay Service.

**Introduction:**

You may use Online Bill Pay Service to direct The Cecilian Bank (Bank) to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. This service also enables you to set up recurring payments, make one-time payments, and track your payments to individual payees.

These terms and conditions are in addition to the account agreements, disclosures and other documents in effect with The Cecilian Bank at account opening.

**Service Fees:**

The Cecilian Bank's Online Bill Pay Service is FREE as long as you pay one (1) bill per month; otherwise, there will be a charge of \$5.95 charged to your checking account utilized for bill pay. This fee will be charged monthly unless you pay at least one (1) bill through The Cecilian Bank's Online Bill Pay Service during that month.

**Instructions for Setting up Payees and Payments:**

**Payees:** If you want to add a new "Payee", first select the "Payee" tab located in bill pay or you may contact a customer service representative at 270-982-4TCB. The Cecilian Bank reserves the right to refuse the designation of a "Payee" for any reason.

**Payments:** You may add a new payment to a "Payee" by accessing bill pay and entering the appropriate information.

- You may pay any "Payee" within the United States (including US territories and APO's/AEO's).
- The Cecilian bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

**The Bill Paying Process:**

- **Single Payments** – A single payment will be processed on the business day (Monday through Friday, excluding Federal holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by The Cecilian Bank, is currently 4:00 pm EST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and Federal holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time (up to 10 days) for your payments to reach your "Payees".

- **Recurring Payments** – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekend and Federal holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

#### Cancelling a Payment:

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

Availability of Funds: A bill payment will be sent to a vendor either electronically (ACH) or by check. If the bill payment is sent by check, you should allow up to 10 days for the payment to arrive. If the funds are not available in the account when the check is presented resulting in an overdraft of the account, the check may be returned and a fee may be assessed.

#### Liability:

- You are solely responsible for controlling the safekeeping of and access to your Online Bill Pay Service.
- If at any time you want to discontinue Online Bill Pay Service, you will provide written notification to The Cecilian Bank.
- You are responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- You are responsible for any loss or penalty that you may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.
- The Cecilian Bank is not responsible for any service fees or late charges levied against you.
- The Cecilian Bank is not responsible for a bill payment that is not made if you did not properly follow the payment instructions detailed above.
- The Cecilian Bank is not responsible for any failure in making a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from a "Payee" for a bill payment.
- The Cecilian Bank 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 Cecilian Bank's agent.

#### Amendment:

The Cecilian Bank has the right to change this agreement at any time by notice mailed to you at the last address shown for your account on the Bank's records, by posting notice in the banking centers of The Cecilian Bank, or as otherwise permitted by law.

#### Termination:

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

Electronic Funds Transfer:

Other transaction limitations are provided in the **Electronic Fund Transfers: Your Rights and Responsibilities** disclosure, which is made a part of this disclosure below.

## **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read the disclosure carefully; it tells you your rights and obligations for these transactions. Keep this notice for future references.

### **ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT**

Your rights and responsibilities as a consumer who uses electronic fund transfer (EFT) deposit account services are defined by the Electronic Fund Transfer Act (15 U.S.C. 1693, et seq.) and Regulation E of the Federal Reserve Board. One requirement of this ACT and of the Regulation is that all financial institutions must make certain disclosures to EFT users. All financial institutions and their customers are affected by these regulations. Your receipt of this Statement along with your first use of any electronic device or service will constitute a binding contract between you and The Cecilian Bank. We recommend that you keep this Statement with your banking records for future reference.

### **TYPES OF TRANSFERS, FREQUENCY, AND DOLLAR LIMITATIONS**

#### **A. Prearranged Transfers**

- Preauthorized credits: You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).
- Preauthorized payments: You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).

#### **B. Telephone Transfers**

You may access your account(s) by telephone at (800) 530-8554 using a touch tone phone, your account number(s), and a PIN (personal identification number) to:

- Transfer funds from checking or savings to checking, savings, or money market account(s)
- Make payments from checking, savings, or money market to loan accounts with us
- Get checking and/or savings account(s) information
- Get tax information on interest earned or paid on your account(s)
- Verify the last date and amount of your payroll to determine if a certain check has cleared

#### **C. ATM Transfers**

You may access your account(s) at an ATM by using your ATM card and/or Visa® Debit card and PIN to:

- Get cash withdrawals from checking and/or savings accounts
- Transfer funds from checking or savings to checking or savings
- Get checking and/or savings account(s) information

Note: These services may not be available at all ATMs.

#### **D. Point-Of-Sale Transactions**

Using your card you may access your checking account to:

- Purchase goods or pay for services (in person, by phone, by computer)

- Get cash from a merchant if the merchant permits or from a participating financial institution, and
- Do anything that a participating merchant will accept

### **E. Internet Banking Transfers**

You may access your account(s) by computer by going to [www.thececilianbank.com](http://www.thececilianbank.com) and logging in using your online banking user ID and password to:

- Transfer funds from checking or savings to checking, savings, or money market account(s)
- Make payments from checking, savings, or money market to loan accounts with us
- Get checking and/or savings account(s) information
- Make unlimited transactions through online Bill Payment

### **F. Mobile Browser Internet Banking and Mobile Application Transfers**

You may access your account(s) through a web-enabled mobile device by going to [www.thececilianbank.com](http://www.thececilianbank.com) or by using the mobile application and logging in using your online banking user ID and password to:

- Transfer funds from checking or savings to checking, savings, or money market account(s)
- Make payments from checking to loan accounts with us
- Get checking and/or savings account(s) information
- Make payments from checking to payees through Bill Pay

Note: You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with you cell phone provider for details on specific fees and charges.

### **G. Electronic Fund Transfers Initiated By Third Parties**

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be a one-time occurrence or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit. Thus, you should only provide your financial institution and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Electronic check conversion: you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or bills.
- Electronic returned check charge: You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds, this can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt).

### **GENERAL LIMITATIONS**

In addition to those limitations on transfers described elsewhere, if any, the following limitations apply:

- There are daily limits on the dollar amounts of withdrawals you may make on your designated accounts when funds are available (includes overdraft line of credit) at ATM terminals, point of sale (POS) transactions and cash advances each day. Your The Cecilian Bank ATM Card may be used as frequently as you like up to your limit each day. Your Visa® Debit Card may be used for ATM withdrawals and POS transactions. Your Visa® Debit Card has an ATM dollar limit each day and a POS dollar limit each day.

During any interruption of an electronic funds transfer service, the dollar amount and frequency may be reduced.

Transfers or withdrawals from a savings or money market account to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order of instruction, computer transfer, by check, draft, debit card or similar order to a third party, are limited to 6 per statement cycle or calendar month.

If you exceed the transfer limitations set forth, your account shall be subject to:

- \$10.00 per item for excess transactions on a money market account (excess of 6 per month)
- \$5.00 per item for excess transactions on a savings account (excess of 3 per month)
- Possible closure

#### **FEES**

- Customers whose accounts are set up to use auto transfer capabilities for overdraft protection will be charged a fee of \$2.00 per transfer.
- Customers who have signed up for online Bill Pay and do not pay at least 1 bill per month will be charged a fee of \$5.95 for every month a bill is not paid through Bill Pay.

Except as indicated in Fees and General Limitations, we do not charge for electronic fund transfers.

#### **SERVICE CHARGES FOR ELECTRONIC FUND TRANSFERS**

Usage of a The Cecilian Bank ATM is free when accessed by a Visa® The Cecilian Bank Debit or ATM Card. Usage of a non-Cecilian Bank ATM will result in a per transaction fee by the owner of the ATM only. Fees (when applicable) will be automatically assessed against your checking or savings account. For further information concerning fees, consult our schedule of fees. If you have questions or problems regarding electronic banking with your Card or PIN, please call or visit any of our banking centers.

#### **DOCUMENTATION**

##### **A. Terminal Transfers**

You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal. You may not get a receipt of the amount of the transfer if it is \$15.00 or less.

##### **B. Preauthorized Credits**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the number listed at the bottom of this disclosure to find out whether or not the deposit has been made.

In addition, you will get a monthly account statement from us, unless there are no electronic fund transfers in a particular month. In any case you will get a statement at least quarterly.

#### **PREAUTHORIZED TRANSFERS**

##### **Right to Stop Payment**

If you have authorized us to make regular payments from your account, you may stop any of these payments by calling or writing. We must receive this request at least three (3) business days before the payment is scheduled to be made. If you call, we will require that you put your request in writing and forward to us within fourteen (14) calendar days. We will charge your account thirty-two (\$32) dollars for each stop payment. You may call or write us at the telephone number or address listed at the end of this disclosure. A Visa® Purchase or an Electronic Bill Payment through The Cecilian Bank Bill Payment system cannot have a stop payment placed.

### **Bank Liability to Stop Payment**

If you notify us to stop a preauthorized payment at least three (3) business days before the payment is scheduled and we do not do so, we will be liable for your losses or damages.

### **Notice of Varying Amounts**

If regular preauthorized payments vary in amount, the person you are going to pay will tell you at least ten (10) days prior to the date the payment will be made and the dollar amount. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

### **FINANCIAL INSTITUTION'S LIABILITY**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if, for instance:

1. Through no fault of ours, you do not have enough money in your account to make the transfer;
2. The transfer would go over the credit limit on your overdraft line;
3. The ATM where you are making the transfer does not have enough cash;
4. The terminal or system was not working properly and you knew about the breakdown when you started the transfer;
5. Circumstances beyond our control such as fire or flood prevent the transfer, despite reasonable precautions that we have taken; or
6. There may be other exceptions stated in our agreement with you.

### **DISCLOSURE OF ACCOUNT INFORMATION**

We may disclose information to third parties about your account or transfers you make under the following circumstances:

1. It is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as credit bureau or merchant;
3. To comply with government agency or court order;
4. If we close your account due to deficient balance, excessive overdrafts, or to protect or enforce our legal rights; or
5. If you give us your written permission.

### **UNAUTHORIZED TRANSFERS**

#### **A. Consumer Liability**

Tell us at once if you believe your card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum allowable overdraft line of credit). If you tell us within

2 business days after you learn of the loss or theft of your card and/or PIN you can lose no more than \$50.00 if someone used your card and/or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was delivered to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a valid reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

Visa® Debit Card: Additional limits on liability are \$0.00. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number (PIN) which are not processed by VISA®, or to commercial cards. Visa® is a registered trademark of Visa® International Service Association.

### **B. Contact in Event of Unauthorized Transfer**

If you believe your card and/or PIN has been lost or stolen or a transfer has been made using the information from your check without your permission, call or write us at the telephone number or address listed at the end of this disclosure.

### **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed at the end of this disclosure, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. The following information will be needed:

1. Tell us your name and account number (if any);
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
3. Tell us the dollar amount of the suspected error;
4. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days;
5. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.
6. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.
7. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and reverse any provisional credit that was given. You may ask for copies of the documents that we used in our investigation.

### **ADDITIONAL INFORMATION**

Notice Regarding Non-VISA® Pinless Debit Card Transactions

The Cecilian Bank allows non-Visa® debit transaction processing. This means you may use your Visa® Debit Card on a PIN-debit network without using a PIN to authenticate your transaction. The non-Visa® debit networks for which such transactions are allowed are NYCE and PULSE.

Examples of the types of actions you may be required to make to initiate a Visa® point of sale transaction on your Visa® Debit Card include: signing a receipt, providing a debit card number over the phone or via the internet, or swiping the debit card through a point-of-sale terminal.

Examples of the types of action you may be required to make to initiate a transaction on the PIN-debit network include: Initiating a payment directly with the biller (possible via telephone, internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN. Please be aware that the Terms and Conditions of your agreement with us relating to Visa® debit transactions DO NOT apply to Non-Visa® debit transactions. Visa®'s zero-liability program is not applicable to transactions processed on a PIN-debit network.

**VISA ACCOUNT UPDATER (VAU)**

VAU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please call (270)982-4822.

<p><b>The Cecilian Bank</b>          1808 N Dixie Ave          Elizabethtown, KY 42701          (270) 982-4822          www.TheCecilianBank.com</p> <p><b>Business Days:</b>          Monday – Friday          (Excluding Federal Holidays)</p>	<p><b>Hardin, Meade County &amp; Irvington Banking Centers</b></p> <p><b>Lobby Hours</b>          Monday – Thursday 9AM-4PM EST          Friday 9AM-6PM EST</p> <p><b>Drive-Thru Hours</b>          Monday – Thursday 8AM-5PM EST          Friday 8AM-6PM EST</p>	<p><b>Grayson and Breckinridge County Banking Centers</b></p> <p><b>Lobby and Drive-Thru Hours</b>          Monday – Thursday 8AM-4PM CST          Friday 8AM-5PM CST</p>
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If you ever need to report a possible complaint, please contact The Cecilian Bank immediately, either by mail: The Cecilian Bank, 227 West Dixie Avenue, Elizabethtown, KY 42701, Attention: Compliance Department; by telephone: 270-982-4822 and ask to speak with a Customer Service Representative; or the web at www.thececilianbank.com through the secure email link.

YOUR USE OF THE ONLINE BILL PAY SERVICE SIGNIFIES THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF INTERNET BANKING AND BILL PAY AGREEMENT DISCLOSURES WHICH HAVE BEEN PROVIDED TO YOU ELECTRONICALLY BY THE CECILIAN BANK.

BY CLICKING “OK”, I AGREE TO THE CECILIAN BANK BILL PAY TERMS AND CONDITIONS THAT HAVE BEEN PROVIDED TO ME ELECTRONICALLY BY THE CECILIAN BANK.