

# Business Online Banking Client Application

DATE \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address \_\_\_\_\_

SSN or EIN \_\_\_\_\_

The Local Administrator (LA) is responsible for adding, changing and/or deleting users by submitting a User Access Form to the Bank. For a LA to have all the functions that you have designated on the Business Online Banking Application, please complete a User Access Form for the LA. The Bank will assign a user code and temporary password for each user designated. After the initial log on, each user will be required to change their password.

I/we designate \_\_\_\_\_ as the company's Local Administrator

Signature of Local Administrator \_\_\_\_\_

LA Email: \_\_\_\_\_ LA Phone Number: \_\_\_\_\_

## Full Client Access

Please list any accounts (checking, savings, certificate of deposits or loans) you **DO NOT** wish to access:

\_\_\_\_\_  
\_\_\_\_\_

Do you want Mobile Deposit?

☐ Yes

☐ No

\*\*Default Limits - \$5,000 per check & \$7,500 per day

Do you want to utilize Bill Payment Services?

☐ Yes

☐ No

Do you want to make transfers between accounts?

☐ Yes

☐ No

Will the transfers require a secondary approval?

☐ Yes

☐ No

Do you want to add Stop Payments?

☐ Yes

☐ No

Do you want to make Loan Advances?

☐ Yes

☐ No

Do you want more information or agreements on any of the following?

☐ ACH Manager

☐ Remote Deposit Capture

☐ Check and ACH Positive Pay

By signing this Business Online Banking Application, I/we agree to the terms contained in the Business Online Banking Agreement and Disclosure. (Contact the Bank for signing requirements.)

\_\_\_\_\_  
\_\_\_\_\_

### For Bank Use Only

Date entered: \_\_\_\_\_

By: \_\_\_\_\_

Client #: \_\_\_\_\_

# Business Online Banking User Access Form

DATE \_\_\_\_\_

☐ New

☐ Change

☐ Delete / Revoked

Company Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Employee Phone Number: \_\_\_\_\_

Employee Email: \_\_\_\_\_

Create a **hard** challenge question and answer below. This challenge question will be used by bank staff to identify the employee.

Challenge Question: \_\_\_\_\_

Challenge Answer: \_\_\_\_\_

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**User Access:**

Match Client Setup ☐

View Only ☐

**OR**

Customize ☐ \*\*Answer questions below for customization

If the above employee needs access to specific accounts, please fill out below the account numbers the employee

**SHOULD ONLY HAVE** or **SHOULD NOT HAVE** access to:

Account Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

**The Employee is Authorized to:**

Make Transfers ☐

Transfer secondary approval only ☐ Yes

Add Stop Payment ☐

Access ACH Manager ☐ ACH secondary approval only ☐ Yes

Complete Mobile Deposits ☐

Make Loan Advances ☐ Loan secondary approval only ☐ Yes

Access Bill Pay ☐

Access Positive Pay ☐

\_\_\_\_\_  
Print Name of Local Administrator

\_\_\_\_\_

**For Bank Use Only**

Date entered: \_\_\_\_\_

By: \_\_\_\_\_

Client #: \_\_\_\_\_

## **BUSINESS ONLINE BANKING DISCLOSURE AND AGREEMENT**

### **ABOUT THIS AGREEMENT**

This Electronic Banking Agreement and Disclosure ("the Agreement") governs your use of Business Online Banking ("Online Banking") services offered by Pioneer Trust Bank, N.A., ("the Bank") which permits you to access your accounts with us via the internet for services selected by you and agreed upon by us. In this Agreement, the terms "you" and "your" refer to the depositor or authorized user on a business account accessible through Online Banking, and the terms "us," "we," and "our" refer to the Bank. Each time you use any of the Online Banking services described in this Agreement, you agree to the terms and conditions in existence at that time.

### **OTHER AGREEMENTS**

Your use of the Online Banking service may also be affected by other agreements between the Bank including, but not limited to, the Deposit Agreement and Disclosure Statement. Your use of the Online Banking service does not change any other agreement you may already have with us. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions which might impact the use of your account(s) with the Online Banking service.

### **USING ONLINE BANKING**

You are responsible for selecting all systems, hardware and your Internet Service provider and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet Service provider and systems and computer services. We have no responsibility or liability for same.

Your access to Online Banking is limited outside of the United States. Countries identified as originators of excessive fraud are blocked as a measure to protect our customers.

THE BUSINESS ONLINE BANKING SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. WE DO NOT WARRANT THAT INTERNET SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF INTERNET SERVICE.

In order to use the Online Banking service, you must have at least one account with the Bank. To access your account(s) via the Internet, you must have Internet access via an Internet Service Provider and an Internet browser that supports 128-bit encryption.

We require the use of 128-bit secure browser with Secure Sockets Layer (SSL) to login to your accounts and perform transactions. Most modern browsers use SSL technology, however if you are using an older version of software, it would be wise to upgrade. You then know you have the best security protection available. Recommended browsers are Chrome, Edge or Internet Explorer

The following are ways to know if your browser is secure:

- A small window may pop up to tell you that this is a secure link and do you want to continue;
- Instead of the usual http:// you will notice that it has changed to https://. The "s" denotes secure mode;
- Most secure browsers also have a small graphic, such as a padlock or key, that will appear in the upper left corner of the screen next to the https, indicating a secure connection.

You agree that the Bank is entitled to act upon instructions received through the Online Banking service under your Password. However, you agree that you will not, under any circumstances, disclose your Password by telephone or any other means to any person. You acknowledge that no person from the Bank will ever ask for your Password and that Bank employees do not need and should not ask for your Password. You are liable for all transactions made by the authorized use of your Password and agree that, if you give your Password to anyone, you do so at your own risk since anyone with your Password will have access to your accounts. You may ask the Bank to disable your Online Banking account during any business day.

## **DESCRIPTION OF SERVICES**

When your Application is approved you may access Online Banking within the United States to perform the following services:

- view account information;
- review posted transactions for the current statement and one month's previous statement;
- review upcoming transactions;
- transfer funds between deposit accounts at the Bank on either a one-time or recurring basis;
- transfer funds from your line of credit to your checking account with us;
- make payments out of deposit accounts to your loan accounts with us;
- initiate stop payment orders;
- pay bills (under separate agreement); or
- originate ACH credit and debit entries (under separate agreement).

You may be unable to access Online Banking services from some countries outside the United States.

Additional functions may be made available from time-to time, subject to the terms and conditions of this Agreement.

Subject to available funds, you may transfer funds using the Online Banking in any amount.

## **ENROLLMENT/APPLICATION FORMS**

To establish the Online Banking service, you must complete the Business Online Banking Application ("Application") evidencing your desire to access your accounts using Online Banking and identifying the specific accounts that will be accessible ("the account(s)"). The specific services available to you are identified in your Application. The Application must be signed by the authorized signers or owners on ALL eligible accounts enrolled in the services.

**Your signature(s) on the Application constitutes your agreement to the terms of this Agreement and acknowledges your receipt and understanding of these disclosures.**

[Additional information relating to Internet Service is included in the on-line manual or instructions provided to you and such materials are incorporated into this Agreement by reference.]

### **LOCAL ADMINISTRATOR (LA)**

The LA is responsible for submitting a "Business Online Banking User Access Form" to the Bank to add, change and/or delete users. Upon receipt and acceptance of your signed Application, the designated LA will have all the functions that you have designated on the Business Online Application. The Bank will assign a user code and temporary password to the LA. At the initial log on of the LA they will be required to change their password.

### **USER CODES**

The Bank will issue a User Code and a temporary password for the individual(s) your LA submits a Business Online Banking User Access Form. At the initial log on of the User, they will be required to change their password.

### **ELECTRONIC AUTHENTICATION OR SIGNATURE; ELECTRONIC RECORDS**

At the Bank's option, the Bank may adopt or accept commercially reasonable authentication procedures and/or electronic signatures to: (a) verify the identity of a sender of Electronic Records, (b) determine the Electronic Record has not been altered during electronic transmission or storage, and (c) authenticate the sender's Electronic Signature and attribute the Electronic Record to such sender, subject to such terms, conditions, and disclosures as PTB may impose from time to time. Each party hereto may adopt as its signature an electronic identification consisting of symbol(s) or code(s) ("Electronic Signatures"), which may be affixed or contained in electronic agreements, disclosures, notices, records or data ("Electronic Records") transmitted by User or the Bank to the other party. Such Electronic Signature so affixed to or contained in any Electronic Record shall be sufficient to verify the originating party and to evidence such party's acceptance of an agreement to be bound by the terms and conditions of such Electronic Record.

### **LIMITATIONS ON TRANSFERS AND PAYMENTS**

When you request a transfer between accounts or make a payment, you authorize the Bank to withdraw the necessary funds from your designated account. You agree that you will instruct the Bank to make a withdrawal only when a sufficient balance is available in your account at the time of withdrawal. If you do not have a sufficient balance the Bank may either complete the transfer or payment - creating an overdraft - or refuse to complete the transfer or payment. In either case, the Bank reserves the right to impose a non-sufficient funds (NSF) fee.

### **CANCELLING TRANSFERS OR LOAN PAYMENTS**

In order to cancel future dated transfers between accounts or loan payments you must login to the Online Banking service and delete the transfer. Instructions for canceling future dated transfers between accounts or loan payments can be found using the Help feature available with the Online Banking service. You may cancel a future dated transfer between deposit accounts or a loan payment; however the Bank must receive your instructions to cancel the transfer or loan payment no later than the end of the business day before the date on which the transfer or loan payment is scheduled to be made.

**BUSINESS DAY**

Our business days are Monday through Friday, excluding designated bank holidays. Account transfers or loan payment instructions received after 3:00 PM (Pacific Time), or on a day the Bank is not open for business, will be processed on the following business day. If you request a transfer or payment for a future date that is not a business day, the Bank will process your request on the last business day before - or on the first business day after - the future date that is not a business day, depending on your instruction.

**FEES AND CHARGES**

We will charge you Online Banking fees, if any, identified in our current Fee Schedule accompanying this Agreement, and as it may be amended by us from time to time, and otherwise in accordance with our Deposit Account Rules.

**DOCUMENTATION OF TRANSFERS AND PAYMENTS**

You will be provided a confirmation number at the time of each transfer. Please write down this number when you receive it. It helps the bank resolve any questions you may have concerning your transaction. Confirmation numbers of the transactions you initiate using the Online Banking service will appear on your monthly statements.

**PERIODIC STATEMENTS**

You will get a monthly account statement from the Bank for your checking, money market checking and money market investment accounts.

You will get a monthly account statement from the Bank for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a savings account statement at least quarterly.

**Electronic Statements**

Upon enrollment for eStatements, we will prepare an electronic statement for your account(s) and provide a reminder on a monthly or quarterly basis, as applicable, of its availability. We will send this reminder to a working email address that you provide us.

To access your statement you will be required to log in to Online Banking with your User Code and Password to view, download and/or print the electronic statement. It is your responsibility to protect your Online Banking User Code and Password from unauthorized persons. You agree that it is your responsibility to ensure that the electronic statement cannot be viewed by others.

You understand that by authorizing this eStatement service, you will no longer receive paper statements in the mail. You are responsible for notifying us of any change in your email address ten (10) days before the end of your normal statement cycle. Email us to send notification of an email address change. If your electronic email notification is returned as undeliverable, an attempt will be made to contact you. You understand that if you do not receive an email notification, it does not release you from the responsibility to review your electronic statement promptly and notify the bank of any errors within 60 days of the statement date.

By authorizing eStatement service, you consent to receiving other electronic communication from us including:

- Legal and regulatory disclosures
- Change in terms notices relating to your account
- Annual privacy notice

We reserve the right to provide a paper copy of any communication you have authorized us to provide you electronically.

If you wish to discontinue this eStatement service at any time, please contact your branch office to stop the electronic statement and resume a paper statement. Please notify us at least ten (10) days before the end of your normal statement cycle. If, while using the eStatement service, you need a paper copy of a statement or disclosure, please contact your branch office. A fee may apply.

If any account you have requested to receive eStatements is a joint account, please be advised that only you will receive and be able to access the electronic communication for such account. Therefore, you are solely responsible for promptly and timely sharing any account statement, any statement-related information provided thereon, and any additional account communication with your joint account holder as needed or requested by such joint account holder.

All electronic statements shall be in full compliance with applicable laws and regulations. The provisions in this agreement are part of (and in supplement to) the bank's Terms and Conditions and all applicable disclosures we have previously provided to you for Depository Accounts. You acknowledge that your consent to electronic statements and communication is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in global and National Commerce Act.

We reserve the right to discontinue E-Statements, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

## **CUSTOMER LIABILITY**

You are responsible for maintaining the confidentiality of the passwords. You understand and agree that you are responsible for all transactions incurred using your user codes and passwords. You agree to disclose passwords only to those individuals authorized to use Online Banking or a particular function level in Online Banking. Anyone to whom you disclose your passwords and anyone who has access to your passwords will have full access to the services you can perform on Online Banking, including full access to your accounts. The person's authority will be limited only to the extent that the password was established with limitations on the functions that could be performed using that password. We are entitled to presume that all communications containing proper user codes and passwords are authorized by you and to act upon those communications, and you will be bound by any transaction performed by any person using that user code and password. You assume full responsibility and liability for the consequences of any misuse or unauthorized use of or access to Online Banking Services or disclosure of any confidential information or instructions of yours by your employees, agents or other third parties

that gain access to your passwords. The use of the user code and password as a security measure supersedes any other security procedures in agreements you have with us relating to funds transfers such as an ACH Agreement.

### **CONTACT IN EVENT OF UNAUTHORIZED ACCESS**

Tell us AT ONCE if you believe any of your passwords have been lost, stolen or otherwise available to an unauthorized person or that someone has transferred or may transfer money from your account without your permission. Telephoning the bank is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus the maximum amount in your line of credit). Telephone the Bank at (503) 363-3136, or write to the Bank at Pioneer Trust Bank, N.A., PO Box 2305, 109 Commercial St. N.E., Salem, OR 97308.

### **OUR OBLIGATION TO MAKE TRANSFERS**

Notwithstanding any other provision in this agreement, unless otherwise prohibited by law, our sole responsibility for an error by us or our third party provider in transferring funds or otherwise arising from or relating to this agreement will be to correct any errors, but in no case will we be liable for any indirect, special, incidental or consequential damages in connection with or in any way related to business online banking service or our performance hereunder.

You agree to indemnify and hold us harmless from any and all claims, demands, actions, suits, damages, judgments, liabilities, costs and expenses, and attorneys' fees arising out of or resulting from your use of Online Banking or your breach of any of your obligations under this Agreement. Your obligation to indemnify us shall survive termination of this Agreement.

### **CONFIDENTIALITY**

The Bank will disclose information to third parties about your account or the transfer you make:

- when it is necessary for completing transfers;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- to comply with a government agency or court orders; or
- if you give the Bank permission in writing.

### **CHANGES IN TERMS OR TERMINATION**

The Bank may change the terms of this Agreement from time to time and will notify you of such changes by mail or by electronic message. Your continued use of the Online Banking service after the effective date of change will represent your acceptance of the changes.

The Bank also reserves the right to cancel this Agreement at any time, with or without cause and without prior notice. Your termination of Online Banking will automatically terminate any pending transfers and payments. Examples of when the Bank may cancel this Agreement and the use of the Online Banking service without prior notice include, but are not limited to the following:

- if you breach this or any other Agreement the Bank may have with you;



- if the Bank has reason to believe that there has been or may be an unauthorized use of your Password or account(s);
- if there is conflicting claims as to the funds in any of your account(s);
- if you request the Bank to do so;
- if you do not access the system for a period of 365 days or longer.

### **THIRD PARTIES**

You understand that support and services relating to Online Banking are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service. You release us from any liability for failures, acts or omissions of any third party system operator including, but not limited to, unauthorized access to theft or destruction of your information or instructions.

### **CONSENT TO RECEIVE ELECTRONIC DELIVERY OF DISCLOSURES**

You understand and agree that Stop Payment Requests placed online under the authorization of your Access ID and Password shall be considered to be written orders under Oregon law, just as though they bore your signature, and upon acceptance by Pioneer Trust Bank, N.A., will be valid for six (6) months unless renewed. You understand that a release of a Stop Payment Request may be made only by the person who initiated the stop payment order. *NOTE: You agree to receive and retain electronic copies of Stop Payment Requests that have been placed via the Online Banking system. You may receive paper copies of Stop Payment Requests that you have placed via the Online Banking system by visiting one of our banking offices. You may retain information about these electronic Stop Payment Requests in your computer and/or print them from your computer system.* You also may place a Stop Payment Request by visiting one of our banking offices and using our paper-based system.

You understand and agree that any disclosures that various banking laws and regulations require Pioneer Trust Bank, N.A. to provide or make available to you, concerning transactions in the Online Banking system, may be provided to you electronically, via the Internet. *Note: You agree to receive and retain these electronic copies of disclosures for transactions that you have initiated on the Online Banking system. You may retain these electronic disclosures in your computer system and/or print them from your computer system.* If you wish to initiate a paper-based transaction, or to receive a paper copy of an online transaction, you must visit one of the Bank's offices.

There is no option to routinely receive paper copies of Online Banking transactions. If you wish to withdraw your consent to access and retain electronic disclosures, you must close your Online Banking account and conduct transactions using the Pioneer Trust Bank, N.A. paper based transaction system. To do this, please see a Customer Service Representative.

### **ARBITRATION PROVISION**

Each party, at such party's option, shall have the right to require that any claim, controversy, or dispute between the parties, including but not limited to those arising out of or relating to the Agreement, and including those based on or arising from any statute, constitution, ordinance, rule or any alleged tort, be determined by arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc., and any judgment upon the award

rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. If litigation has been commenced in court by either party with respect to a dispute (in hope that a default judgment could be obtained):

1. the party who is the defendant or respondent in such litigation shall be deemed to have waived its option to arbitrate said dispute if such party files a general appearance in the litigation prior to filing a claim in arbitration in the manner specified above, and
2. the plaintiff or petitioner in such litigation will be deemed to have waived its right to arbitrate said dispute if such party fails to file a claim for arbitration in the manner specified above within sixty (60) days after a general appearance in the litigation has been filed by the party who is the defendant or respondent in the litigation.

If either party properly exercises its option to arbitration, arbitration of such dispute shall be mandatory and any pending litigation shall be stayed.

### **BUSINESS ONLINE BANKING FEE SCHEDULE**

Business Online Banking ~ Free.

Bill Pay ~ Free.

ACH Origination ~ A monthly service charge of \$30.00 is imposed every statement cycle plus a service charge of \$0.05 per originated entry.

Stop Payments ~ A service charge of \$25.00 is assessed for each Stop Payment placed on a check or ACH payment.

## **TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE**

### **SERVICE DEFINITIONS**

"Service" means the bill payment service offered by Pioneer Trust Bank through CheckFree Services Corporation.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment 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 bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

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

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

### **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some 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**

You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, 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 in accordance with Biller 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 Biller, 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 to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
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 Biller; and/or,
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 Biller 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 Biller 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 Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

### **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, therefore a stop payment request must be submitted.

### **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 Customer Service. 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 will be the current charge for such service as set out in the applicable fee schedule.

### **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

### **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 changes 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.

### **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that

Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

#### **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 you authorize 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 or stolen or 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 855-744-4740 during Customer Service hours.

### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **ERRORS AND QUESTIONS**

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

1. Telephone us at 855-744-4740 during Customer Service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:  
Pioneer Trust Bank  
109 Commercial Street NE  
Salem, OR 97301

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

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error 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**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY 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 Biller;
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**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other 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 may not be completed. In some instances, you will receive a return notice from the Service. In each 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 as a result of the return;
4. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return 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. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **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 Customer Service. 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.

### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact Customer Service via one of the following:

1. Telephone us at 855-744-4740 during Customer Service hours; and/or
2. Write us at:

Pioneer Trust Bank  
109 Commercial Street NE  
Salem, OR 97301

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller 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 Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller

account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, 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. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. 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 Biller 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 Customer Service Department 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.

### **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

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.

### **Pioneer Trust Bank, N.A. Alerts Terms and Conditions**

**Alerts.** Your enrollment in Pioneer Trust Bank, N.A. Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Pioneer Trust Bank, N.A. account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Pioneer Trust Bank, N.A. reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Pioneer Trust Bank, N.A. Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text **"STOP" to 99588 at anytime**. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Pioneer Trust Bank, N.A. Online Banking. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at **503-480-1929**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Pioneer Trust Bank, N.A. provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Pioneer Trust Bank N.A. control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Pioneer Trust Bank, N.A., its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will

never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

<https://www.pioneertrustbank.com/page/privacy>

**Privacy and User Information – Data Analytics.** You acknowledge that in connection with your use of Mobile Banking, Pioneer Trust Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Pioneer Trust Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.