



SMALL BUSINESS BILL PAYMENT AGREEMENT – TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

This Small Business Bill Payment Agreement (“Agreement”) sets forth the terms and conditions of the bill payment service offered by Banner Bank (the “Service”). This Agreement supplements the terms and conditions of the Account Agreement as defined below.

SERVICE DEFINITIONS

“Account Agreement” means the signature cards and accompanying documents that comprise the depository account agreement and related depository services, including, the Terms and Conditions of Your Account, Online and Mobile Banking User Agreement, and as applicable, treasury management or other agreements.

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

“Bank,” “we” or “us” means Banner Bank.

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

"Customer Service" means the Customer Service department of Banner Bank. Please see the CONTACT AND SUPPORT section below for Customer Service contact information.

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

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

"Payee" 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 Date" is the day you want your Payee to receive your bill payment. This day can only be a Business Day and is only an estimate. Delivery may take more or less time when we are required to mail a check to your Payee. Make sure you pay your bill early enough so that it arrives on time, and make sure you have sufficient funds available in your account to cover the payment as of the Process Date you select. Checks may clear any time after the Process Date, which may be prior to the Payment Date.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee Name, Payee Account Number, and Scheduled Payment Date).

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

“Process Date” is the date that the payment is initiated. For electronic payments, it is the date that the funds are verified and debited from the Pay From Account. For check payments, it is the date the check is mailed to the Payee.

"Service" means the bill payment service offered by Banner Bank.

“You” or “your” means the Banner Bank client whose accounts are accessed to pay bills in connection with use of the Service, and includes any person or user assigned rights to access the Service.

PAYMENT SCHEDULING

The Service will show the earliest possible Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) when you schedule a payment. You will not be able to select an earlier Payment Date. When scheduling payments, please select a Payment Date that is on or before the Due Date; if the Due Date falls on a non-Business Day, please select a Payment Date that is at least one (1) Business Day before the Due Date. Any payment not scheduled in this manner may not make it to the Payee on time, and you could incur late charges or other penalties, for which the



Service shall have no responsibility. When scheduling recurring payments, the Process Date shown is the date the funds will be verified and debited from your account for the first payment date selected. Future Process Dates will occur on the business day prior to each of the next Payment Due Dates.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By accepting this Agreement, you: (a) represent and warrant that you have full authority to do so, (b) understand that the Service is only available through the Bank's Online and Mobile Banking service, and (c) agree that the security procedures described in the Online and Mobile Banking User Agreement apply to the Service and are commercially reasonable. By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Service. In order to process payments more efficiently and effectively, the Service may edit or alter payment data (other than payment amounts) or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Pay From Account and remit funds on your behalf so that the funds will arrive as close as reasonably possible to the Payment Date you choose. You also authorize the Service to credit your Pay From 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 timely and accurately process your payments. However, the Service shall incur no liability if the Service is unable to complete any payment(s) you initiate because of any one or more of the following circumstances:

Your Pay From Account does not have sufficient available funds to complete the transaction or the transaction would exceed the credit limit of a linked overdraft account;

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;

You do not provide the Service with the correct Pay From Account information, or the correct name, address, phone number, or account information for the Payee; or

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.

Except for the foregoing, if the Service causes an incorrect amount of funds to be removed from your Pay From Account or causes funds from your Pay From Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible, as applicable, to: (a) return improperly transferred funds to your Pay From Account, (b) redirect misdirected transactions to the proper Payee, and (c), pay the Payee or reimburse your payment of the Payee for late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method by which to remit funds to your Payee. These payment methods include electronic or check payment, generally depending on whether the Payee has been set up to accept electronic payments. For electronic payments, funds are debited on the Process Date after available funds have been verified. If funds are not available on the Process Date, the Service will attempt to process the payment during the next two (2) business days; if funds are then still not available, the payment will be cancelled. If the payment is part of a recurring series, only that particular payment will be cancelled, not the entire payment series.

For a check payment, funds are deducted from your Pay From Account when the check is presented for clearing; no funds verification takes place. You are responsible to ensure you have available funds for such a payment. Checks may clear any time after the Process Date, which may be prior to the Payment Date.



When scheduling recurring payments, the Process Date shown is the date the funds will be verified and debited from your account for the first payment date selected. Future Process Dates will occur on the business day prior to each of the next Payment Due Dates.

The Service allows you to pay companies or individuals. Individual Payees may be set up by entering the Payee's routing and account number or by using the Payee's email address and allowing the Payee to input its routing and account number securely so that payments can be sent electronically.

Bill Payment limits are controlled by the Bank, and may change up or down at any time without notice. Below are the current standard transaction and daily limits for electronic payments to individual Payees or email Payees:

Direct Deposit Payee – \$10,000 per Transaction \$10,000 per Process Date

Email Payee – \$2,500 per Transaction \$2,500 per Process Date

Higher limits may be requested, and are subject to Bank approval.

PAYMENT CANCELLATION REQUESTS

You may modify or cancel any scheduled payment at any time using the Service before the Process Date (which is identified in the System for each Payment Instruction). Process Dates are Monday through Friday until 12:00 p.m. (PT) excluding Federal Reserve holidays.

If you are unable to access the Service, we will need three Business Days in advance of the Process Date to modify or cancel any scheduled payment. Please contact Customer Service at 1-800-272-9933 or visit one of our branches. If you call, we may also require you to put your request in writing and forward it to us within fourteen (14) days after you call. If the transaction is recurring, the notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream.

STOP PAYMENT REQUESTS

The Service can only process a stop payment request on a check payment, and only if the check has not cleared the account. The Service must have a reasonable opportunity to act on any stop payment request. If you desire to stop payment on a check payment, you may do so through Online Banking, contacting Customer Service or visiting a Banner Bank branch. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment request will be the current charge for such service as set out in the Schedule of Fees.

FOREIGN BANNER CUSTOMER ADDRESSES

If you have a non-US Address, for Online Bill Payment purposes only, the Service will use the address of the Banner Bank branch where your primary transaction account was established to facilitate the enrollment process. This will also help ensure that payments can be properly returned should the Payee or US Postal Service return a check payment. Use of the branch address for this limited purpose will not affect the address you have provided for other account notifications.

PROHIBITED PAYMENTS

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

BILL DELIVERY AND PRESENTMENT

Bill Delivery and Presentment ("Bill Delivery") is a Service feature that allows you to receive bills directly into the Service for Payees that present bills electronically. You get to select which bills to receive through the Service, and may establish rules regarding automated or manual payment of the bills. Bill Delivery will only accept electronic bills. It provides you email or text message notification when a bill is received. Bill Delivery retains an archive of bills received for each Payee



through the Service while that Payee uses Bill Delivery; the archive for a Payee is deleted when that Payee is removed from the Service. If you terminate Bill Delivery, the bill archive for all Payees is deleted. Bill Delivery does not monitor whether a bill is timely received or is missing; therefore, it is your sole responsibility to contact Payees if you do not receive a bill. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Activation – When a Payee is set up for Bill Delivery, the Service will notify the Payee of your request to receive electronic billing information. The Service's receipt of the first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Therefore, keep making payments outside the Service until you receive a bill through the Service. Each electronic Payee may choose whether to accept or deny your request to receive electronic bills.

Information provided to the Payee - The Service is unable to update or change with the electronic Payee your personal information (e.g., name, address, phone numbers, email address); you will need to make such changes directly with the Payee. The Service does not provide the Payee your personal information, such as addresses or other contact information. Rather, any such information and receipt of statement information is by your provision of login credentials to the Payee's site. It is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Authorization to obtain bill data - Your activation of Bill Delivery for a Payee shall be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Bank will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Bank may, but is not required to, send an email notification or text message notification to the email address or mobile phone number listed for your account. It is your sole responsibility to ensure that this information is accurate and that you receive electronic bill payment notifications. Please periodically log on to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. Regardless of whether or not you receive a bill or notice of a bill through Bill Delivery, you are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee may cancel the delivery of electronic bills at any time. You also may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Bank will notify your electronic Payee of the cancellation, but it is your responsibility to arrange for an alternative form of Bill Delivery.

Non-Delivery of electronic bill(s) - You agree to hold the Bank harmless should the Payee fail to deliver your statement(s). Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill - The Bank is not responsible for the accuracy of your electronic bill(s). The Bank is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

ADMINISTRATOR AND SUB-USER RIGHTS AND ACCESS

The first authorized signer on a business account who enrolls in Business Online Banking is the "Administrator." The Administrator is given rights within Business Online Banking and Business Bill Pay to add or remove other users ("sub-users") and to modify sub-user access rights. When the Administrator enrolls in Business Bill Pay, any existing or newly added sub-users will automatically be able to do the following: schedule payments to existing payees on the Service, review payment history, schedule reminders, access reports and access the message center. The Administrator may, within the Service, change these sub-user default settings, such as by placing dollar limits on payments, restricting access to reports, allowing the addition or deletion of Payees, etc. The Administrator may also disable a sub-user's access to Business Bill Pay entirely through Online Banking.



EXCLUSIONS OF WARRANTIES

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

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

Refer to Banner Bank's Privacy Policy located at <https://www.bannerbank.com/privacy-policy>.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Bank from time to time. In such event, the Bank shall provide notice to you. Any use of the Service after the Bank provides you a notice of change will constitute your agreement to such change(s). Further, the Bank 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 Bank 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 Bank'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 Service or by contacting Customer Service. Any changes in your Pay From 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 Pay From Account information. The Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate Pay From Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

You may terminate the Service at any time by contacting Customer Service. We may cancel, suspend or limit your access to the Service at any time, without prior notice and for any reason. After cancellation, suspension or limited access, the Service may be reinstated at Bank's discretion. To inquire about reinstating your access to the Service, contact Customer Service.

RETURNED PAYMENTS

Payees and/or the United States Postal Service may return payments to the Service for various reasons such as 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 Bank will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and deactivate the Payee. You may receive notification from the Bank.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Bank cannot verify your identity or other necessary information. The Bank 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 Bank 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 Bank regarding the Service which supersedes any proposal or prior agreement, oral or written, and any other



communications between you and the Bank relating to the Service. If there is a conflict between what a Bank or Customer Service Department employee says and the terms of this Agreement, the terms of this Agreement will prevail.

CONTACT AND SUPPORT

Telephone – You may contact us by telephone at (800) 272-9933 Toll Free; Business hours are from 7:00 a.m. (PT) to 7:00 p.m. (PT) Monday – Friday, excluding Bank holidays.

Chat – You may contact us by initiating a Chat session within the Service during Business hours.

Secure Messaging – You may contact us by using the Messages function through the Service 24 hours a day, 7 days a week. Response will take place during Business hours.

Postal Mail – You may write to us at Banner Bank, 10 S 1st Ave/PO Box 907, Walla Walla, WA 99362. Attention: Online Banking Customer Service.

In Person – You may visit us in person at any of our branches during branch Business hours.

ASSIGNMENT

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

NO WAIVER

The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank 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 where you established your deposit account(s), without regard to its conflicts of law's 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.

IN NO EVENT SHALL THE BANK 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.