



## ONLINE BANKING BILL PAYMENT SERVICE AGREEMENT AND DISCLOSURE

This is your Online Banking Bill Payment Service Agreement and Disclosure. Use of the Bill Payment Service indicates acceptance of terms and conditions set forth in the Online Banking Agreement and Disclosure (separate Agreement) and the terms and conditions set forth in this Bill Payment Agreement and Disclosure ("Agreement"), as each may be jointly and/or independently amended from time to time. This Agreement is provided in electronic form, and by using the Bill Payment Service you agree to accept the Agreement in that form. Please read the Agreement carefully because it is our legal agreement with you that governs your use of our Bill Payment Service.

You may use Pacific Continental Bank's Online Banking Bill Payment Service to direct Pacific Continental Bank ("Bank") to make payments from your designated checking account to the "Payees" you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the account agreements, disclosures, fee schedule and other documents in effect from time to time governing your account.

**Account.** You must designate the checking account from which bill payments are to be made. By using Online Banking Bill Payment Service, you agree that, based upon instructions received under your User ID (PIN) and Password, we can charge your designated account by debiting and remitting funds on your behalf. Please note that savings accounts are not considered eligible accounts for bill payment services.

**Payees.** You must designate the complete name of the Payee, the Payee account number, and the Payee's remittance address, all exactly as shown on the billing statement or invoice. We reserve the right to refuse to pay any Payee designated by you. If we do so, we will notify you promptly. You hereby agree and authorize us to utilize the most effective means to process your transaction, including, without limitation, electronic, paper, or other draft means. You may pay any Payee within the United States [including U.S. territories and Army Post Offices (APOs/AEOs)].

**Bill Payments.** In scheduling Bill Payments, do not use the payment due date. A single payment will be processed on the Business Day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Pacific Continental Bank, is currently 1:00 p.m. Pacific Time. A single payment submitted after 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 certain holidays) as the payment's processing date, the payment will be processed on the first Business Day following the designated processing date.

**Recurring Payments.** A recurring Bill Payment is one that is automatically rescheduled by the Bill Payment Service. Based upon your selected frequency settings for the Bill Payment, a process date is calculated for the next occurrence of the Bill Payment. If the calculated process date is not a Business Day, 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; or
- If the frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> as a particular date 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.

The Bill Payment Service will calculate the estimated arrival date of your Bill Payments. This is only an estimate. Please allow ample time for your Bill Payments to reach your Payees.



**Available Funds.** You agree to have available and collected funds on deposit in the account that you designate in amounts sufficient to pay all Bill Payments requested. Pacific Continental Bank reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with the above requirements or any other terms of this Agreement. If you do not have sufficient funds in the account and the Bank does not exercise its right to reverse or reject a Bill Payment, you agree to pay for such Bill Payment obligations on demand. You further agree that the Bank, at its option, may charge any of your accounts with the Bank to cover such Bill Payment obligations, and pay any related fees.

**Canceling a Payment.** To cancel a Bill Payment you have scheduled through the Bill Payment System, you must complete the cancellation request to cancel the Bill Payment online before the cut-off time (1:00 p.m. Pacific Time) on the date the Bill Payment is scheduled to be processed.

**Stop Payments.** Once a Bill Payment has been debited from your account, you cannot cancel or stop a Bill Payment that has been paid electronically. You may be able to stop payment on a Bill Payment that has been paid by paper check by contacting us by telephone at 877-231-2265 or in writing before the paper check has cleared (you will have to contact us to determine whether or not the paper check has cleared, or you may use the Online Banking Service to research the status of the paper check).

**Fees.** You agree to pay the fees and charges for your use of the Online Banking Bill Payment Service as set forth in the current Fee Schedule. You agree that all such fees and charges will be deducted from the account designated "Primary Checking Account" on your application form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. If you fail to designate an account, we will apply any such fees to any account at the Bank on which you are an owner and that is subject to the Bank's right of setoff. The Bank reserves the right to charge you for research time set forth in the current Fee Schedule involving Bill Payments no longer available in your screen history.

**Liability.** You are liable for all transactions made by you or by a person that you authorize to access the Bill Payment Service, even if that person exceeds his or her authority. You are responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. Pacific Continental Bank is not responsible for any Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Bank is not liable for any failure to make 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 Bank is not responsible for your acts or omissions or those of any other person. Pacific Continental Bank will not be liable in any way for damages incurred by you due to delays in mail delivery, changes in the Payee's address, or the failure of any Payee to account correctly for or credit such payments in a timely manner or for any other circumstances beyond the control of the Bank. In the event you do not comply with the provisions of this Agreement, or you schedule a Bill Payment closer to its due date than the minimum number of Business Days as required under this Agreement, we will have no liability and you will bear full responsibility for all penalties, late fees and all other costs. You are solely responsible for controlling the safekeeping of and access to your User ID (Personal Identification Number or PIN). If you want to terminate another person's authority to use the Bill Payment Service, you must notify the Bank and arrange to change your User ID.

**Amendment.** Pacific Continental Bank has the right to change this Agreement at any time by notice mailed to you at the last address shown for the account on the Bank's records, by posting a notice in the offices of the Bank, through Online Banking or the Bank's website, or as otherwise permitted by law.

**Continuation of Obligations.** Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

**Continuing Effect.** If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.



**Waiver.** Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

**Assignment.** You may not assign this Agreement.

**Termination.** Pacific Continental Bank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Bank at the following address: PO Box 10727, Eugene, Oregon 97440-2727. 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.

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