



Bill Pay Terms and Conditions

Introduction:

By applying for online bill pay services through The Bank of Clovis BillPay, you agree to the following terms and agreements in addition to those already contained herein.

BillPay is a service offered by The Bank of Clovis of Clovis, New Mexico and its third-party provider through its online banking system. You must be connected to the online banking system with a valid username and password to use BillPay.

BillPay is intended for use by the authorized online banking user only. You agree that you will not provide access to the Services to any party other than yourself. You must maintain the confidentiality of your assigned user name and password for the Services and you are responsible for all charges incurred under your user name and password. The availability of the Services may be subject to interruption and delay due to causes beyond our reasonable control. You agree to use BillPay only for lawful purposes. Payments to payees outside the United States are prohibited. In addition, you may not make a payment of alimony, maintenance, child support, taxes, or other governmental fees or court-directed payments through the service.

BillPay will make payments for you either electronically, using a check drawn on your account, or other form of funds transfer that we may choose to employ.

Electronic payments will be debited from your account on the processing date shown by the BillPay service when scheduling a payment. If payment is made using a pre-authorized check drawn on your account, the funds will be withdrawn from your account at the time that the check is presented by the payee. All of the rules and regulations regarding insufficient funds fees, returned items, and physical check limits on your particular account will apply to checks originated using the BillPay service.

You must select the due date for any payment, or specify a payment rule in the system that automatically selects this date for you. This date will be used to calculate a processing date up to five (5) days prior to the due date to ensure that there is enough time to complete the payment as scheduled. It is your responsibility to schedule payments to arrive by the due date specified on the bill or statement. If the actual due date falls on a non-business day, you must select a due date on a business day prior to the actual due date to ensure that payment arrives on time. We may set a maximum dollar amount for payment and/or refuse to permit any bill payment if we reasonably believe such refusal is necessary or advisable for security reasons.

Funds are available for transfers and payments in accordance with our Funds Availability Policy. If there are not sufficient available funds in the funding account to make transfers or scheduled payments, we may either refuse to honor transfer or payment requests or may make the transfer or payment and thereby overdraw the funding account. In either event, you will pay on demand by us the negative balance and are responsible for any overdraft, insufficient funds and return item charges. If you have overdraft checking privileges with us, you are bound by the rules and regulations that apply to that privilege. If funds are not available for an electronic payment on the originally scheduled processing date, the payment will be attempted each day for 5 business days. If funds continue to be unavailable, the payment will be canceled. If we refuse to honor a transfer or payment request due to insufficient available funds, the request will be canceled and we will not make the transfer or payment at a later date.

We will use reasonable efforts to ensure that the payments reach the payees on time but cannot guarantee receipt or the time a payment may be posted by a payee. It is the user's responsibility to transmit payment Instructions in such a manner that amounts owed are paid and received on time. The user of the service is responsible for any late payment charge, finance charge, penalty or default that may result from failure to transmit payment instructions in sufficient time. THE BANK OF CLOVIS AND ITS THIRD PARTY PROVIDERS

ARE not responsible for any loss or penalty in the form of finance charges, late charges or other penalties associated with payments made or scheduled but not made by the service.

Person-to-Person Payments and Gift-Pay

As a convenience to you, The Bank of Clovis and its third party BillPay provider also allow you the option of Person-to-Person payments using e-mail, electronic ACH, or check. It is your responsibility to ensure the accuracy of all information provided for a person-to-person payment. THE BANK OF CLOVIS AND ITS THIRD PARTY PROVIDERS ARE NOT responsible for any loss or penalty resulting from use of this service. When scheduling a person-to-person payment you will be presented with three options for payment: e-mail, electronic ACH, and check.

If you select check, a pre-authorized check will be printed on your account and mailed to the payee at the address you provide. The check will be treated the same as a physical check written by you and will be paid upon presentment by the payee. This check is subject to the same terms and conditions as above.

If you select the option "I have the payee's banking data" you will be asked to provide a routing number, account number, and other identifying information for the payee. An electronic ACH payment will be made from your account to the account you specified.

If you select the e-mail option you will be required to provide the payee's e-mail address and a secret passcode. The payee will receive an e-mail alerting them to the fact that they have received a payment from you. When they open the e-mail to receive the payment they will be prompted to supply your passcode to verify that they are the correct person. IT IS YOUR RESPONSIBILITY to supply the passcode to the payee and to alert them of your attempt to send them a payment by e-mail. Once they have entered the passcode they will be asked to provide their banking data and an electronic ACH will be drawn on your account and deposited to the payees account. You will not have access to the banking data provided by the payee. The Bank of Clovis and its third party vendors do not have access to the banking data provided by the payee.

You may also elect to use our Gift Pay service. Gift Pay allows you to send a check from your account using designer templates which can be customized to send messages along with the gift payment. This service can be used to make donations to charities and other organizations or to send gifts to people. A fee will be charged for the use of this service and will be disclosed and will require your acceptance at the time of checkout for all Gift Pay purchases.

When using the person-to-person payment method or Gift Pay it is your responsibility to ensure that the information entered is as accurate and up-to-date as possible. THE BANK OF CLOVIS AND ITS THIRD PARTY PROVIDERS ARE not responsible for any loss or penalty in the form of finance charges, late charges or other penalties associated with payments made or scheduled but not made by the service.

Fees

There is no monthly per user fee for bill payment services. Other fees are as follows:

Insufficient Funds:	\$30.00
Stop Payments:*	\$30.00

*Stop Payments can be placed on checks generated through the BillPay service by contacting The Bank of Clovis directly at either of our branch locations or by phone at (575) 769-9000 or (575) 763-6300.

Limits

Single and daily transaction limits follow. Please contact us if you need to change these limits.

Consumer Email Payments (per item & daily):	\$1,000.00
Per Item Transaction Limit:	\$5,000.00

Disclaimer of Warranty

YOU EXPRESSLY AGREE THAT USE OF THESE SERVICES IS AT YOUR SOLE RISK, AND THAT THE SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Responsibility

IN NO EVENT WILL WE, OR OUR PROVIDERS, BE RESPONSIBLE 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 SERVICES.

Indemnity

You agree to defend, indemnify and hold The Bank of Clovis, and our providers, harmless from and against any third party claims, including any damages, costs, expenses and attorneys' fees arising out of your use of the bill pay service.

Other Provisions

Neither this Agreement nor any portion hereof shall be assigned, sublicensed or otherwise transferred by you without The Bank of Clovis or our third party provider's prior written consent.

Bill Presentment (e-Bills)

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. If you elect to activate one of the Service's electronic bill options such as Total Bill Management, you also agree to the following: You authorize the bill pay service to contact billers on your behalf and to receive your billing statements and billing data, including the right to periodically access third party biller Web sites designated by you, on your behalf, to retrieve your electronic billing data, such as an e-bill or a Smart Bill. You agree that the bill pay service is your agent for these limited purposes. You represent and warrant that you have the authority to appoint the bill pay service as your agent to receive your billing statements, to view and download your e-bills, and to use your name, passwords, usernames and any other information you provide to us for purposes of providing the services for you. You agree that this information is used and stored on our contracted supplier's servers. You are responsible for all charges associated with the bill pay services use of any biller site on your behalf and you agree to comply with the terms of use for the biller site.

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 the biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the biller.

The electronic biller has the right to cancel the presentment of its 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 the biller. It is your sole responsibility to make arrangements for an alternative form of bill delivery. The bill pay service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Billing Statements

You authorize our third party service provider to contact billers on your behalf and to receive your billing statements and billing data, at our third party service provider's processing center billing address. You agree that the bill pay service is your agent for these limited purposes. You represent and warrant to us that you have the authority to appoint us as your agent to receive your billing statements and to use your name, and any other information you provide to us for purposes of providing the Service for you. You agree that the bill pay service may use and store this information on their servers.

Mail Sorting and Shredding

You authorize and direct our third party service provider to open all physical and electronic mail they receive on your behalf, whether or not the mail is also or only addressed to you. You also authorize them to scan your paper bills into our system and to make and retain paper copies, electronic copies, or images of those bills. Generally, mail is categorized into the following types and will be handled as follows:

1st Class Mail

All 1st class mail may be opened and all bills, invoices, statements of account and similar items will be scanned into the system. All other materials, whether included with a bill or sent to our third party service provider separately may be examined. Pertinent information other than a bill or billing inserts, such as a significant change in service or pricing, will be included as subsequent pages with your bill. If such information is sent as a separate mailing, it will be scanned and presented to you as a separate notice. Payments and other items that are determined that you need to receive (for example, a check from your biller for credit balance reimbursement) will be forwarded to you at the address as registered on file within the bill pay system. All other such mail (e.g. coupons, advertising, newsletters, etc.) will be shredded and/or discarded. The third party service provider will use their judgment in making the determination as to what to scan, what to shred and what to forward, and they are not responsible if you disagree as to their decision in that regard. They will shred all scanned bills and notices on site prior to discarding them. If you have a question as to whether a particular item will be scanned, shredded or forwarded, please send your question by e-mail addressed to the customer support group designated on the Service Website.

Mail Other Than 1st Class

All mail other than 1st class mail or its equivalent may be shredded and/or discarded without opening it to examine its contents. Bulk, standard, and non-profit are included in this class.

Packages/Junk Mail

The third party service provider is not responsible for forwarding packages to you, regardless of the class of mail used to deliver them. You must make arrangements with those parties from whom you purchase goods or from whom you otherwise expect packages to be sent to you, to have those packages sent to a delivery address. Our customer service team is available to assist you in designating shipping and billing addresses with your billers. If a package is sent to you at your Processing Center Billing Address, or the street address of the processing center, it will be refused and returned to the sender. You authorize the third party service provider to contact third parties to delete your name at the third party service providers address from any address list used by direct mail solicitors.

Payment Addresses

Our third party service provider reserves the right to change the address of a Payee to whom they send Payments, without notification, in the following situations:

The information returned by the address cleansing process determines the format of the address does not comply with the USPS standards.

They have determined that the address provided is not a valid address for the biller.

The biller has closed the address, and provided us (via the USPS) with the new address.

They have established a relationship with the biller to send payments to a different address other than the one provided on the statement.

In all cases, the service provider will attempt to act in a way to expedite the proper posting of your payment.

Our third party service provider will only disclose information about you to third parties if:

It is necessary to complete a transaction.

It is necessary to verify the existence and condition of your deposit account.

It is necessary to comply with a governmental agency or court order.

You give us or them your written permission.

You ask us or them to assist with posting of a payment at a payee.

It is necessary for activating additional services that you requested.

We reserve the right to change The Bank of Clovis BillPay service and this agreement, including fees, in our sole discretion and from time to time. BillPay is a service provided by The Bank of Clovis through its third party service providers and may be discontinued at any time at our discretion.

To cancel this service, please provide written notification to us at: The Bank of Clovis, 300 Main Street, Clovis, NM 88101.