

## **IRELAND BANK ONLINE BANKING/BILL PAY SERVICE AGREEMENT AND DISCLOSURE**

This Agreement and Disclosure sets forth your and our rights and responsibilities concerning the use of our Ireland Bank Online Banking and Bill Pay Service. In this agreement, the words "you" and "your" means those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean Ireland Bank. By using online banking, you agree to all of the terms of this agreement.

### **COMPUTER REQUIREMENTS**

You will need a personal computer, Internet Service through the provider of your choice, and a compatible web browser with 128-bit data encryption. You are responsible for the installation, maintenance and operation of your computer and your browser software. You assume all risk of error, failure, or non-performance, including the risk that you do not operate your computer or your software properly. We are not responsible for any errors or failures from any malfunction of your computer or your software. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software. We are not responsible for limitations of functionality when your browser software or other software is not compatible with Online Banking. **WE MAKE NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### **IRELAND BANK ONLINE BANKING FEATURES**

You must have at least one active deposit or loan account with Ireland Bank and web access to use this service. You may access your account information by using your login ID and password to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking or savings to loan account(s) with us
- make payments from checking to third parties (Bill Pay)
- obtain information about:
  - the account balance of checking, savings, certificate of deposit, or loan account(s)
  - transaction history of accounts or loans
- make incoming/outgoing inter-bank transfers to/from external accounts
  - there is a fee for outgoing inter-bank transfers; see Miscellaneous Fees for details

### **Miscellaneous Fees**

Overdraft Paid*	\$28.00/each
NSF Return Item Charge*	\$28.00/each
Research Time	\$30.00/an hour/Minimum \$30.00
Automatic Transfer Fee	\$5.37/each
Outgoing Inter-Bank Transfer Fee	\$2.00/each

*\*A non-sufficient funds item may be created by check, in person withdrawal, or other electronic means.*

### **BILL PAY SERVICE AGREEMENT**

"You" or "Your" means each person who is authorized to use the service. "Payee" means anyone you designate, and Ireland Bank accepts as a payee, including Ireland Bank.

You may use Ireland Bank's bill paying service to direct Ireland Bank to make payments from your designated checking account to the payee(s) you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your

account.

When a payment you have scheduled is processed (see "The Bill Paying Process"), funds sufficient to cover the payment are removed from your account with Ireland Bank for transmittal to the designated payee. Once the funds are removed for processing, you will no longer earn, receive, or otherwise be entitled to any interest, or other return on, or compensation for, the funds removed.

### **Bill Pay Service Fees**

You may make an unlimited number of monthly payments through the Bill Pay service for no monthly fee.

### **Payee(s)**

- Ireland Bank reserves the right to refuse the designation of a payee for any reason.
- You may pay any payee within the United States (including U.S. territories and APO's / AEO's).
- Ireland Bank is not responsible for payments that cannot be made to payees due to incomplete, incorrect, or outdated information.

### **The Bill Paying Process**

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate. Please allow ample time for your payments to reach your payee(s).

**Single Payments** - A single payment will be processed on the business day (Monday through Friday, excluding federal holidays) that you designate as the payment's process date provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Ireland Bank, is currently 2:00 PM Mountain Time.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (Saturdays, Sundays, or federal holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

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

- If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
- If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.
- If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

### **Cancelling a Payment**

A bill payment can be changed or cancelled, any time prior to the cutoff time (2:00 PM Mountain Time) on the scheduled process date.

### **AVAILABLE FUNDS**

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to Ireland Bank. (Balances shown online may include deposits subject to availability of funds. The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or changes.)

- Ireland Bank reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.
- If you do not have sufficient funds in the account and Ireland Bank has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand.
- You further agree Ireland Bank, at its option, may charge any of your accounts with Ireland Bank to cover such payment obligations.
- Ireland Bank reserves the right to change the cut-off time. You will receive notice if it changes.

## **LIABILITY**

- You are solely responsible for controlling the safekeeping of and access to, your login ID and password.
- You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority.
- If your statement shows transfers that you did not make tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- Ireland Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- Ireland Bank is not liable for any failure to make a bill payment if you fail to promptly notify Ireland Bank after you learn that you have not received credit from a payee for a bill payment.
- Ireland Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Ireland Bank's agent.
- In any event, Ireland Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if Ireland Bank has knowledge of the possibility of them.
- Ireland Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond Ireland Bank's reasonable control.

## **AMENDMENT**

Ireland 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 Ireland Bank's records, by posting notice in branches of Ireland Bank, or as otherwise permitted by law.

## **TERMINATION**

Ireland Bank has the right to terminate this agreement at any time. Failure to log in to your internet banking within a 6-month period may result in the termination of your Login ID. If your account is set to receive E-Statements at the time your Login ID is terminated, your account(s) will be returned to paper statement(s). NOTE: The credit back for E-Statement delivery option will no longer apply. We will provide you with notice of any such termination or change as required by law.

To cancel the Online Banking and/or Bill Pay Service, you must notify Ireland Bank in writing and provide your name; address; account number; whether you are discontinuing your Online Banking, Bill Pay Service or both; and the effective date to stop the service.

When Online Banking and/or Bill Pay Service is terminated:

- Any pre-scheduled bill payments made through Bill Pay Service will also be terminated.
- Ireland Bank is not responsible for any fixed payment made before Ireland Bank has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by Ireland Bank on your behalf.

## LIMITATIONS ON FREQUENCY OF TRANSFERS

In addition to any limitations described elsewhere, the following limitations apply to your Money Market Account(s) and savings account(s):

Federal Regulation D allows an unlimited number of withdrawals from your account in person, by ATM, or by mail or messenger. However, this regulation limits the number of transfers you may make from a savings account. No more than six (6) transfers can be made during each calendar month by check, draft, debit card, pre-authorized transfer, automatic transfer (including overdraft coverage to your checking account), or telephone transfer (including data transmission by computer or other electronic device). If the above limits are exceeded three (3) times in a twelve (12) month period, the account may be reclassified or subject to closure by the financial institution.

## ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any)
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa®- branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa®- branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

IRELAND BANK  
33 BANNOCK STREET, P.O. BOX 186  
MALAD CITY, IDAHO 83252  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 1-800-467-0001

## ELECTRONIC MAIL

If you send Ireland Bank an electronic message, Ireland Bank will respond by the end of the next business day. You should not reply on electronic mail if you need to communicate with Ireland Bank immediately (e.g. if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment).

You agree that Ireland Bank may respond to you by electronic mail with regard to any matter related to Online Banking and/or Bill Pay Service. Any such electronic mail sent to you by Ireland Bank shall be considered received within three (3)

days of the date sent by Ireland Bank, regardless of whether or not you sign on to Online Banking and/or Bill Pay Service within that time frame.

#### **CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. if you give us written permission.

#### **VIRUS PROTECTION**

Ireland Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their electronic device using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other electronic devices.

**Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.**