

## BILL PAYING AGREEMENT/DISCLOSURE

This is your Bill Paying Agreement with EagleBank. You may use EagleBank's Bill Paying service to direct EagleBank 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 and other documents in effect from time to time governing your Account (the Account Rules). 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.

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

EagleBank reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by EagleBank will be assigned a payee code. You may pay any payee you wish. However, please make note of the following:

- 1) The payee must be located in the United States.
- 2) Payments should not be remitted to tax authorities or government and collection agencies.
- 3) Payments should not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities.
- 4) Court directed payments should not be remitted (Alimony, child support, or other legal debts).
- 5) You may schedule up to a total of \$99,999.99 in payments to be processed on a single day.

EagleBank is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list. EagleBank will not be responsible for any late fees, penalties, or losses that may be incurred for payments listed in 2-4 above.

## THE BILL PAYING PROCESS

### Single Payments

A single payment will be processed on the business day (generally Monday through Friday, except certain 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 is currently 10:30 PM EST. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain 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 by the system. 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 processed the first business date after the calculated process date.

Note: 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.

For Single and Recurring Payments, YOU SHOULD ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, for each bill payment to reach the Payee. Any bill payment can be changed or canceled, provided you access Bill Pay prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

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 EagleBank. EagleBank reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and EagleBank 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 EagleBank, at its option, may charge any of your accounts to cover such payment obligations. EagleBank 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 information to eBanking. 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. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. EagleBank is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. EagleBank is not liable for any failure to make a Bill Payment if you fail to promptly notify EagleBank after you learn that you have not received credit from a Payee for a Bill Payment. EagleBank 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 EagleBank's agent. In any event, EagleBank 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 EagleBank has knowledge of the possibility of them. EagleBank 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

EagleBank's reasonable control.

#### AMENDMENT AND TERMINATION

EagleBank has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on EagleBank's records, by posting notice in branches of EagleBank, or as otherwise permitted by law.

EagleBank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to EagleBank at:

7830 Old Georgetown Rd  
Bethesda, MD 20814  
ATTN: Online Banking Bill Pay Department

EagleBank is not responsible for any fixed payment made before EagleBank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by EagleBank on your behalf.

Fees –

The fee for the Bill Paying Service is \$0.00 per month, for an unlimited number of monthly payments.

Refer to the EagleBank Fee Schedule for other fees including overdraft fees.

EagleBank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.