

**Bill Pay Agreement ("BP Agreement")
ACH Origination Agreement ("ACH Addendum")**

Tennessee State Bank - Bill Pay (TSB OneClick™ / TSB Business BillPay-e™) Agreement and Terms and Conditions ("BP Agreement") –

This is your Bill Pay agreement with us. Use of the Bill Pay Service indicates acceptance of terms and conditions set forth in the Tennessee State Bank NetTeller Online Banking Agreement, Tennessee State Bank Mobile Banking Agreement and the terms and conditions set forth in this BP Agreement as each may be jointly and/or independently amended from time to time. The terms and conditions of this BP Agreement are in addition to the agreements, disclosures and other documents in effect from time to time governing your deposit account (and loan or credit card, as applicable) with us, including the Account Agreement and Disclosures ("Bank Documents"). By accepting this BP Agreement, you agree to the Terms and Conditions. Please read the BP Agreement carefully as it is our legal agreement with you that governs your use of our Bill Pay Service.

In this Agreement:

"Bill Pay Service" and/or "Service" means the Bill Pay Service that Tennessee State Bank makes available with iPay™ that allows you to direct Payments from your designated checking account to Payees.

"Tennessee State Bank ", "TSB", "we ", "us ", "our", and "Bank" refer to Tennessee State Bank.

"Account" means the deposit (checking) account you designate to process Bill Pay transactions through.

"Payee" means anyone you designate and we accept as a payee, such as a company, a person or a bank or credit union.

"Payment" means your remittance to a payee.

"iPay™", "iPay Consumer Bill Pay™", "TSB OneClick™", "iPay Business Bill Pay™" and "TSB Business BillPay-e™" refers to our Bill Pay Service.

"Good Standing" means an account where no collection action has been required, overdrafts or No Bounce Advantage balances are paid in a timely manner and in accordance with agreements, all required Bank documents and account signature contracts are current, accurate and in possession of the Bank, no changes have occurred to the account ownership or signors of which the Bank has not been apprised.

"Business Day(s)" means Monday through Friday, excluding Saturday, Sunday, and Federal legal holidays.

"Online Banking Services" means our services that allow you to obtain account information, transfer funds, make payments including our Bill Payment Services, access accounts, and perform other transactions over the Internet by use of an internet access device and a NetTeller User ID and NetTeller Password.

"Electronic Service(s)" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or handheld devices), either now or in the future.

Other definitions are included in the NTAgreement and Bank Documents applicable to your services and accounts.

Service

Through NetTeller Online Banking or the TNStateBank Mobile App you may access our optional Bill Pay Service. The Bill Pay Service allows you to schedule payments for current, future, and recurring bills from your designated checking account to Payees you choose in accordance with this BP Agreement. This Bill Pay Service includes the option to pay

- a. a company (e.g. credit card, utilities, cable)
- b. a person (e.g. friend or relative) (*see further explanation below for paying a person*), or
- c. a bank or credit union (e.g. mortgage or loan)

• You may pay a bank or credit union under the "Company" option in the TNStateBank Mobile App electronically when the company, bank or credit union is an iPay™ participant or by check to the Payee's mailing address.

The option to pay a person ("P2P" or "Person to Person") allows you to send funds to

- a. an outside person (e.g. friend or relative) directly when you have the routing number and account number of the recipient.
- b. an outside person via an email or text message with instructions detailing how the receiving party can be sent the funds.

- The recipient determines the bank where the funds will be deposited without disclosing account information directly to you; the recipient's account information remains private.
 - **This option is only available for TSB OneClick™ (iPay Consumer Bill Pay™) customers.**
 - **Only the email option is available in the TNStateBank Mobile App**
- c. an outside person via a check to the person's mailing address.

You may also view detailed billing information, such as full pdf billing statements, for eligible payees through eBill Connect.

Requirements & Restrictions

To subscribe to Bill Pay, you must have a checking account in good standing with TSB in accordance with our criteria. At registration you will be prompted to choose the TSB checking account you want as your primary (default) Bill Pay account. You can add additional TSB checking accounts to your bill pay profile under the My Account tab. If you have more than one checking account set up, you can select which checking account you want to use to pay from as you pay each bill on the system. To change your primary (default) Bill Pay account, you may do so under the My Account tab, by calling Electronic Banking at (865)908-5779 or Bill Pay customer support at (844)599-6556.

The Bill Pay Service is currently offered at no cost to you. Contact the Electronic Banking Department for more details at 865-908-5779. Fees related to your deposit account activity apply when you use this service. We reserve the right to change the fees charged for this service in the future. You will be responsible for any fees and charges from outside service providers when applicable. Your wireless carrier may assess you fees for data; consult your wireless plan or provider for details.

If an individual, business, or organization gives their NetTeller User ID and Password to anyone other than the account holder - the account holder, business or organization is liable for all payments made through the Bill Pay Service. By allowing someone else access to your NetTeller Online Banking information you are also giving them access to the Bill Pay Service. TSB is not liable for any transactions processed through the system if the NetTeller User ID and Password were given to anyone since you are considered to have authorized that person to make transactions on your behalf.

The Bill Pay Service is restricted to pay as follows -

- TSB OneClick™ (iPay Consumer Bill Pay™):
 - To a Company, Bank or Credit Union
 - a maximum of \$9,999.99 per electronic payment or check
 - Payment to a person
 - via email and text
 - a maximum of \$2,500 per electronic payment and \$2,500 per day
 - by direct deposit using account information given to you by the recipient
 - a maximum of \$1,600 per item and \$3,200 per day
 - by check
 - a maximum of \$9,999.99 per check
- TSB Business BillPay-e™ (iPay Business Bill Pay™):
 - To a Company, Bank or Credit Union
 - per transaction and daily limits are customized according to the specific banking needs of the business for electronic payment or check
 - Payment to a person
 - by direct deposit using account information given to you by the recipient
 - a maximum of \$2,000 per electronic payment and \$4,000 per day
 - by check
 - per transaction and daily limits are customized according to the specific banking needs of the business

Payments submitted that exceed these limits will not be processed. For security reasons, Payments to a person are locked after three attempts to exceed those limits. We also reserve the right to limit or suspend access to our Bill Pay Service as we deem necessary for security reasons.

Requirements for dual signatures on checks do not apply to the Bill Pay Service with or without an Indemnification, Hold Harmless and Release Agreement executed. If your account requires dual signatures, you understand and agree that using the Bill Pay Service you are making an exception to that dual signature directive.

Payments from a money market account you designate for use with Bill Pay may be limited by the Truth in Savings Disclosure and/or Electronic Funds Transfer Disclosure, which you received when you opened your money market account with us, or as amended from time to time.

Payee Designation

You can use the Bill Pay Service to make payments to almost any Payee or Payee, including individuals, local service providers, utilities, credit cards, mortgage or loan payments, or charitable donations, etc.

The Bill Pay Service cannot be used to make payments for the following:

- Tax payments to the Internal Revenue Service or any state, local or other government agency;
- To purchase securities;
- Payment of illegal transactions;
- Court-ordered payments such as child support or alimony; and
- Payees located outside of the United States.

By furnishing us with the names of your Payees, account information and addresses, you give us authorization to follow the Payment instructions that you provide to us. When we receive Payment instructions for the current date or a future date, TSB will remit the funds to the Payee on your behalf from the funds in your designated Account; on the day you have instructed them to be sent ("Payment Date"). We are not obligated to pay funds from your Account if the available Account balance is insufficient to cover the Payment. Funds for bill payments paid electronically will be withdrawn from your account on the scheduled payment date. Funds for bill payments paid by check will be withdrawn from your account when the check clears your account.

We are not responsible if a Payment cannot 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 Payee Accounts list.

Making / Scheduling Payments

You may use the Bill Pay Service to authorize recurring payments or non-recurring payments. Recurring payments are payments that you schedule in advance to recur at substantially regular intervals in the same amount to the same Payee. Non-recurring Payments are a single, one-time Payment to a specified Payee.

Payments are processed Monday through Friday at 3:00 pm Eastern Time, except on Federal holidays. If you attempt to schedule a Payment on a weekend or Federal holiday, you will be prompted to select a different date. A single, one-time Payment submitted after the processing deadline will be processed the next business day. If the payment day is a weekend or Federal holiday, the Payment will be processed on the preceding business day if it is an automatic recurring Payment and the "Pay Before" option was selected or will be processed the first business day after scheduled payment day if the "Pay After" option was selected. If your frequency setting for recurring payment specifies the 29th, 30th or 31st as the particular day of the month for processing and that day does not exist in the month the Payment is being processed, the last day of that month is used as the processing date.

The Payment method will be electronic if the Payee and the account information you enter matches with participant information for which iPay™ is set up for electronic payments. Otherwise, the Payment method will be by check for Payees that are not iPay™ participants and for which you have provided the mailing address for payment. The System will alert you to the method of payment method assigned. **Payment by check must be scheduled at least 7 to 10 Business Days prior to the due date for each Payment to allow adequate time for the Payment to reach the Payee. Electronic Payment must be scheduled at least 3 to 5 Business Days prior to the due date for each Payment to allow adequate time for the Payment to reach the Payee.** The due date is the date the Payee has designated for payment, and should not be adjusted for any grace period or late date accommodations the Payee may provide. We have no control over the processing times of the Payee; your Payments to the Payee will be subject to the number of days it takes for the Payee to process payments. The Bill Pay system will calculate the estimated arrival date of your Payment, but this is only an estimate. You are solely responsible for scheduling Payments with ample time to reach the Payee. We will not be liable for late fees or finance charges on Payments made through the Bill Pay Service. We will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee.

You agree to have available funds in the Account you designate in amounts sufficient to pay for all Payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this BPAgreement. If you do not have sufficient funds in your designated Account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such payment obligations on demand. You further agree that TSB, at our discretion, may charge any of your accounts with us to cover such payment obligations.

The system will allow you to make Payments to individuals using the Person to Person Payment option. While this provides convenience, it also adds a level of risk for loss of funds should you designate a Payment to someone you have never met or says this type of payment is the only form of payment they accept. You are solely responsible for Person to Person Payments you authorize.

Use of eBill

EBill allows to view detailed billing information, such as full pdf billing statements, for eligible payees (payees that participate with eBill) that you would otherwise obtain directly from the payee's website. To enable eBill for a payee, you will have to provide the account information and login credentials for online access to your account for that payee. Requested information may include:

- Challenge responses

- Login credentials
- PIN
- Account type

You will be required to read and accept the terms and conditions for use of eBill Connect for each payee you set up.

eBill includes, but is not limited to, viewing of statements and payment history details for eligible payees and setting up of alerts. You may also set up AutoPay recurring payments and schedule those payments based on a frequency you choose or when a new eBill arrives. AutoPay payments are not scheduled when a new eBill is received if the amount due:

- Is less than \$1.00.
- Exceeds your AutoPay threshold.
- Equals zero.
- Exceeds the Bill Pay Service payment amount limits.
- Is a duplicate of a scheduled payment to the same payee for the same amount within the configured time frame.

For help with setting up eBill, you may view the demo "Set Up eBill" using the "View demo" option in Bill Pay.

You agree that use of eBill is voluntary and Tennessee State Bank, in no event, shall be liable for damages, losses, liability costs and expenses arising out of your use of eBill.

Change or Delete Payments / Stop Payments

An electronic or check Payment can be changed or deleted (cancelled) provided you do so within the Bill Payment system prior to 3:00pm Eastern Time on the Business Day the Payment is scheduled to be processed and you change or delete the Payment.

Once an electronic Payment has processed or check Payment has cleared your account, you cannot do a stop payment.

If a check Payment has not yet cleared your account, you may place a stop payment at one of our branch locations, by calling Operations at (865)453-7011, by calling (865)908-BANK (temporary stop payment) or in NetTeller using the Stop Payment tab. If you call, we may also require you to put your request in writing and provide it to us within 14 days of your request. We shall not be liable for a check if the stop payment is not presented prior to the time the check has cleared.

Liability

You are solely responsible for controlling the safekeeping of and access to your Bill Pay information, NetTeller User 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 you want to terminate another person's authority, you must change your NetTeller Password. It may also be necessary to revise the account ownership and/or authorized signors on the account, as appropriate. In the event that you have experienced unauthorized access to Bill Pay, you must contact the Electronic Banking Department at (865)908-5779 or Operations at (865)453-7011, write to us at Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868 or visit one of our branch locations to notify us of the unauthorized access, identify any Payments made or potential Payments scheduled, and change your log-in information.

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. We are not responsible for a Payment that is not made if you did not properly follow the instructions for making the Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We are 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 our agent.

Due to factors beyond TSB's control such as the U.S. Mail and payment processing at the Payee, it is not guaranteed that a Payment will be posted on or by the due date established by the Payee. It is imperative to note that Payee grace periods are not taken into consideration, so adequate lead time prior to the payment due date should be allowed by you in scheduling the Payment.

We are not liable for late fees incurred by you for any reason, including but not limited to Payments that were not initiated in accordance with this BPAgreement or provided in other instructional materials regarding Bill Pay Services, such as the Help option or the Demo available in the Bill Pay system. In no event shall we be liable for damage due to our failure to complete an action or transaction.

We will not be liable for any special, indirect, consequential, incidental, or punitive losses, damages, or expenses in connection with this BPAgreement or the Service, even if we have knowledge of the possibility of them. We are 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 our reasonable control.

You acknowledge and agree that there are alternative methods for accessing the information and conducting the transactions provided by our Services, such as payment by check. In the event you experience problems accessing our Services, you agree to access information and conduct transaction by alternative methods. There may be other exceptions

to our liability as stated in other Bank Documents you have been provided, which shall apply to this BPAgreement as if repeated herein word for word.

TSB is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their equipment and accessories using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

You agree to cooperate in any investigation of errors, issues, discrepancies, transactions, transmissions, and resolution of customer claims etc. by the Bank regarding any and all aspects of Online Banking Services or Electronic Services you utilize.

Inactivity

If you do not access or use the Bill Pay Service for 45 days, you will receive an email advising you that there has been no activity recently. The Bill Pay Service will automatically deactivate when all the checking accounts you have designated have become inactive or closed. Additionally, your NetTeller Online Banking service must remain active in order to access the Bill Pay Service. NetTeller Online Banking deactivates after 270 days of inactivity. If NetTeller Online Banking deactivates your Bill Pay Service will also be deactivated. At our sole discretion, we may suspend your access to and use of the Bill Pay Service at any time and without notice to you.

Support

TSB understands that you have questions and concerns and we have Support Staff available for the Bill Pay Service with the Chat Now link or you can call 1-844-599-6556. Support is available Monday-Friday 7:30am – 2:00am EST. The TSB Electronic Banking Department staff are also available by phone at (865)908-5779 during the hours of 8:00am-5:00pm – Monday thru Thursday or 8:00am-6:00pm on Friday, except Federal holidays. All support staff will be required to verify your identity before providing assistance with functionality, questions and concerns. Correspondence emails for bill payment coming from TSB OneClick™ or TSB Business BillPay-e™ will be delivered from the email address support@billpayemail.com or billpaysupport@billpaysite.com. To ensure delivery of emails, please add this email address to your safe senders list in your address book.

Termination

We reserve the right to terminate your use of the Bill Pay Service at any time without prior notice to you.

If, for any reason, you should want to terminate your use of our Bill Pay Service, we recommend that you cancel all future Payments and transfers at the same time you terminate the Service, either by deleting the Payments yourself or by contacting the Bank as stipulated below. We will delete all outstanding payments (both one-time and recurring), as part of your Service termination.

We are not responsible for any fixed Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all Payments made by us on your behalf through the Bill Pay Service.

Should you opt to discontinue any of the Services to which this BPAgreement pertains, contact the Electronic Banking Department at (865)908-5779 or write to us at Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868 or you may use the Chat Now link in the Bill Pay Service.

Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this BPAgreement and other associated agreements and any future disclosures required by law may be made electronically by posting the notice on the Website, NetTeller Online Banking, the TNStateBank Mobile App or at our option by email or by SMS text message. You further agree to notify us immediately of any change to your e-mail address, phone number, or mobile service provider. You agree that posting or providing of any notice or other type of communication required by this BPAgreement or any associated agreement and any future disclosures as described shall constitute full notice to you.

Agreement Assignment and Amendment

We may also assign or delegate certain of its rights and responsibilities under this BPAgreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

We reserve the right to amend or cancel any of the provisions of this BPAgreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change electronically or in written form, and, at our discretion, by sending you notification in addition thereto. The BPAgreement will be updated on the effective date, unless immediate change is necessary to maintain the security of the Service or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made and it cannot be disclosed without jeopardizing the security of the system, the BPAgreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the Services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Your

continued use of any Service covered by this BPAgreement, constitutes agreement with any amendments made to the BPAgreement.

iPay, iPay Consumer Bill Pay, iPay Business Bill Pay, OneClick and Business BillPay-e are trademarks of Jack Henry & Associates, Inc.

ACH Origination Agreement, Addendum to the Bill Pay Agreement (“ACHAddendum”) -

This section is an agreement between TSB and any customer designating a Business (Commercial) checking account for use with the Bill Payment Service.

In this ACHAddendum:

“NACHA” means the National Automated Clearing House Association/The Electronic Payments Association.

“ACH” means Automated Clearing House, which is a network that coordinates electronic payments.

ACH Rules

You agree to comply with and be bound by the ACH rules as administered by NACHA.

Authorization

You authorize TSB to originate electronic (ACH) transactions on your behalf to the Payees you designate via the Bill Pay Service.

U.S. Law

It shall be your sole responsibility that the origination of ACH transactions complies with U.S. law as stated in the NACHA rules. It shall also be your sole responsibility that the origination of ACH transactions comply with all applicable laws, regulations and orders, including, but not limited to, the sanctions laws, regulations and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, including the sending of restricted transactions. Restricted transactions include but are not limited to transactions defined as restricted with Regulation GG, such as illegal Internet gambling.

Transaction Types

Types of ACH entries (transactions) in the Bill Pay System are limited to PPD, CCD, WEB, and CIE.

Termination

TSB or you may terminate this BPAgreement with ACHAddendum at any time. TSB may execute termination of this BPAgreement with ACHAddendum upon notification to you and by deactivation of your Bill Pay Service. You may execute termination of this BPAgreement and ACHAddendum by contacting the Electronic Banking Department at (865)908-5779, writing to us at Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868 or you may use the Chat Now link in the Bill Pay Service to request deactivation of your Bill Pay Service. Any breach of NACHA rules or U.S. law will result in termination or suspension of this BPAgreement, ACHAddendum and your Bill Pay Service upon notification to you. Any termination or suspension of this BPAgreement and ACHAddendum shall not affect any of your obligations with respect to Payments made via the Bill Pay System prior to such termination or suspension, or any other obligations that survive termination of this BPAgreement and ACHAddendum.

Right to Audit

You agree that we have the right to audit your compliance with this BPAgreement, ACHAddendum, NACHA rules and U.S. law.