



**SILVER
STATE
BANK**

www.silverstatebank.com

Bill Pay Agreement

A. **DESCRIPTION OF THE BILL PAY SERVICE.** The Silver State Bank Bill Pay Service allows you to schedule bill payments through the Service. You can arrange, at your option, for the payment of your current, future and recurring bills from an eligible account (called the "Bill Pay Account"). Any payments entered by 12:00 a.m. (PST) and 10:00 a.m. (PST) will be processed that day. Electronic payments will be debited from the customer's account at end of day processing. Check Payments will be processed that day and mailed to the payees. **Eligible Accounts that require two or more signatures or authorization to withdraw or transfer funds may not be used as a Bill Pay Account.**

This service is being offered to Silver State Bank online customers through an independent third party provider, Jack Henry & Associates. The third party provider is responsible for issuing payments as directed by you through the Service in a reasonable manner. Silver State Bank is responsible for processing any returned payments.

We will not be obligated to make a payment unless your Bill Pay Account and/or linked overdraft protection plan has sufficient funds or credit availability to pay the bill on the Payment Date. Funds for ALL bill payments (whether we make these payments electronically or by check) will be withdrawn from your Bill Pay Account on the scheduled Payment Date.

B. **NO DUTY TO MONITOR PAYMENTS.** We do not have any duty to monitor the payments that are made through the Bill Pay Service. If you are a business and an authorized representative of yours uses your Bill Pay Account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.

C. **STOP OR CHANGE INSTRUCTIONS.** You have the right to stop or change any scheduled bill payment. However, you must cancel a check payment at least 3 business days prior to the payment date by following the instructions on canceling payments within the Service or by calling Bill Pay Customer Service at (702) 933-6568. Please keep in mind when making a Electronic payments, once the payment is sent a stop payment can not be placed. The customer will have to make arrangements with the payee for any reimbursements.

D. **SCHEDULING PAYMENTS.** There will be a delay between the Payment Date (the date your payment is sent) and the date the payee receives that payment. Any payment made through the Bill Pay Service requires sufficient time for your payee to receive your payment and credit your account properly. To avoid incurring a finance or other charge, you must schedule a payment sufficiently in advance of the due date of your payment. When you schedule payments, **YOU MUST SCHEDULE THE PAYMENT AT LEAST 5 FULL BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR PAYEE.**

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E. **BANK ERRORS.** If Jack Henry & Associates or any other third party provider does not properly complete a bill payment on time or in the correct amount, or if the third party provider fails to stop a payment pursuant to your order to do so, any claims will be solely against the third party provider. We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is to be made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient available funds or credit availability in your Bill Pay Account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the Bill Pay Account; if the Bill Pay Account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special or consequential damages arising out of the use of the Bill Pay Service.

F. **BILL PAY ACCOUNTS ACCESSIBLE BY MORE THAN ONE PERSON.** If a Bill Pay Account is owned by more than one person or is accessible by one or more authorized representative, each such owner or authorized representative may individually enroll in the Bill Pay Service (each such person is referred to as an “enrolled person”). Each enrolled person needs a unique password. The terms of this Agreement will apply to each enrolled person. Each enrolled person may choose to share the same payee list. Any enrolled person may terminate his/her enrollment in the Bill Pay Service without affecting the Bill Pay Service of any other person using that Bill Pay Account. Any enrolled person may also terminate the Bill Pay Service for the Bill Pay Account, which will terminate the Bill Pay Service of all enrolled persons tied to that Bill Pay Account.

Amendments

We can amend this Agreement upon notice to you, which you agree may be sent by e-mail or by an announcement conspicuously displayed directly within the site. Any notice will be effective not later than ten (10) days after we send or post the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved or viewed the notice by that time.

We may, from time to time, introduce new services that are part of Internet Banking. We will update this Agreement to notify you of these new services. By using Internet Banking after those new services become available, you agree to be bound by the terms contained in the revised agreement.

Please list the accounts that you would like to access on SilverNet.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bill Pay Agreement

Your Agreement To These Terms And Conditions

Your registration for Internet Banking with Silver State Bank confirms that you acknowledge you have received, reviewed, and understand the terms of this Agreement, and that you are bound by all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duty-authorized representatives.

Silver State Bank Officer Approval:

“CUSTOMER”

Branch

Signature

Officer

Print Name

Title

Date

Date