NobleBank & Trust
ONLINE BANKING & ONLINE BILL PAYMENT
TERMS AND CONDITIONS

Welcome to NobleBank & Trust Online Banking. Your use of Online Banking is subject to all terms and conditions contained in this Online Banking & Online Bill Payment Terms and Conditions (the “Agreement”). Please read the Agreement carefully before proceeding. When you use Online Banking you agree to the terms and conditions of the entire Agreement.

I. GENERAL TERMS AND CONDITIONS

1. Definitions:
Throughout this Agreement, the words “you” and “your” refer to every person who is listed on our records as an owner of the Account who has enrolled in Online Banking. “We”, “us” and “our” mean NobleBank & Trust. “Authorized User” means you or any other person who either (i) is actually authorized by you to use Online Banking on your behalf; (ii) accesses Online Banking using your online password, whether or not such person has actual authority to do so. “Account” means your primary checking account or other account designated by you. “Business Day” means Monday through Friday, except for legal holidays. “Transaction” means any transaction requested using Online Banking, including requests for transfers between your accounts and Bill Payment requests. “Site” means our internet website.

2. Terms of Agreement:
You agree to the rules in this Agreement every time your password is used to access Online Banking. Your use of Online Banking may also be affected by the agreements between us for your linked NobleBank & Trust accounts. When you link an account to Online Banking you do not change the agreements you already have with us for that account, (for example – loans, money market accounts). You should review those agreements for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with Online Banking.

3. Electronic Funds Transfer Act:
This Agreement applies to personal accounts and certain business accounts, unless an exception is noted. Personal accounts may be subject to the Electronic Funds Transfer Act (“EFTA”), some personal accounts will be governed both by the rules of the EFTA and this Agreement. If the EFTA applies to the account and there is a conflict between the rules of the EFTA and this Agreement, EFTA’s provisions will control. Please see the Electronic Fund Transfers section of the Customer Agreement for special rules applicable to personal accounts.

4. Online Banking Available Services:
The following types of services are available any time, day or night, 7 days per week:

- Access history on your accounts for a period up to 18 months;
- Check account balances;
- Transfer funds electronically between your linked accounts;
- View images of paid checks;
- Initiate Stop Payments;
- Initiate electronic bill payments through Bill Pay services;
- Obtain information about Bank products and services.

5. Transfers:
Transfers can be made in two ways, one-time and recurring. One-time transfers are used when transfers occur on an infrequent or irregular basis, or which vary in amount. One-time transfers can be scheduled as immediate or future dated. You may use the recurring transfer feature when you transfer a set amount at regular intervals, for example from your checking to your savings account. One-time and recurring transfers may be made from your linked NobleBank & Trust personal or business checking, savings, or Money Market accounts. Transfers from or to your linked loan accounts can be done as a One-Time transfer. Your ability to transfer funds between certain accounts is limited by federal law, as described in the Customer Agreement. For example, Transfers from a Money Market Account to another account or to third parties by preauthorized, automatic, computer transfer or by check, draft or similar order to third parties are limited to six per statement cycle. Transfers and bill payments made using Online Banking are counted against the permissible number of transfers, as are the other transfer methods described in the Customer Agreement. The completion of a transfer is subject to the availability of sufficient funds at the time of final processing. If you do not have enough available funds, you may incur a non-sufficient funds (NSF) fee. Please refer to the applicable account agreement and fee schedule for details. Transfers you submit are immediately reflected in your balances for that account. Transfers entered before 7:00pm (CST) on a bank business day are processed on that bank business day. Transfers entered after the cut-off time or on a non-bank business day may be processed on the next bank business day.

6. Online Banking Bill Payment Processing:
Please refer to the Bill Payment Terms and Conditions located at the bottom of this Agreement which becomes a part of this Agreement upon usage.

7. Stop Payments:
We may accept a stop payment on any item from anyone accessing your Online Banking account. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop payment orders are handled by computers, to be effective, your stop payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Generally, your stop payment order is effective for six (6) months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop payment order expires. A release of the stop payment request may be made only by the person who initiated the stop payment order. Please refer to the applicable account agreement and fee schedule for details.

8. Changes in Service Charges and Terms:
We reserve the right to change the terms described in this Agreement. When changes are made to any service charges, fees, or other material terms we will update this Agreement and if required by law send a notice to you at the address shown on our records. For
changes involving additional service charges or fees for online transactions, limits on the
type, amount or frequency of transactions, or any increase in your responsibility for
unauthorized transactions, such notice will be posted or sent at least thirty (30) days in
advance of the effective date of any change, unless immediate change is necessary to
maintain the security of the system. If such an immediate change is made, and it can be
disclosed without jeopardizing the security of the system, we will provide you with
electronic or written notice within thirty (30) days after the change, as required by law.
You may choose to accept or decline changes by continuing or discontinuing the
accounts or services to which these changes relate. We also reserve the option, in our
business judgment, to waive, reduce or reverse service charges or fees in individual
situations. Changes to service charges applicable to specific accounts are governed by
applicable account disclosures. We also reserve the right to terminate this Site, make
access unavailable, and change the Site content, with or without reasonable notice at any
time.

9. Privacy Policy; Disclosures of Information to Third Parties:
We understand you are concerned about privacy, and your need to safeguard your
information and records from unauthorized use and disclosure. Please see our Privacy
Policy for information about how we treat information you provide us through our Site.

10. Information Accuracy:
We strive to provide complete, accurate and timely account information through Online
Banking. All information is either generated by us or obtained from sources believed by
us to be accurate and reliable as of the date posted to the Site. However, because of the
possibility of human and mechanical error, delayed updates, as well as other factors such
as the difficulty of securing a web site from unauthorized alterations or the occurrence of
a system breakdown or other unavailability, neither we nor any of our affiliates provide
any representations or warranties regarding the Site or any information in it, and we will
not be liable to you if any such information is unavailable, delayed or inaccurate. THE
SITE AND ALL INFORMATION IS PROVIDED “AS IS” AND WITH ALL FAULTS,
AND WE MAKE NO REPRESENTATIONS AND DISCLAIM ALL IMPLIED
WARRANTIES OF EVERY KIND, INCLUDING WARRANTIES OR ANY DUTIES
(IF ANY) AS TO ACCURACY, TIMELINESS, AND COMPLETENESS
SUITABILITY, AVAILABILITY, MERCHANTABILITY, AND FITNESS FOR ANY
PARTICULAR PURPOSE, OR LACK OF NEGLIGENCE OR VIRUSES. We do not
provide any warranty against infringement or of quiet enjoyment, and make no other
express warranties. With respect to electronic funds transfer problems, such as
unauthorized transfers or our failure to properly complete authorized transfers, the extent
of our liability is described in this Agreement and in the Electronic Funds Transfer
section of the Customer Agreement.

11. Computer Virus Information:
It is possible to contract a computer virus by using the Internet or materials downloaded
from it. We attempt to keep our Site virus free, but we cannot assure you that the Site and
any software or other information downloaded will be virus free. We are not responsible
for any electronic virus related problems that may be associated with the use of Online
Banking or Online Bill Payment. We encourage you to routinely scan your computer and
files using reliable virus protection products to detect and remove viruses. If undetected
and unrepaired, a virus can corrupt and destroy your programs, files and hardware.
12. **Your Computer and Software:**
To access your accounts through NOBLEBANK & TRUST’s Online Banking, you must have a NOBLEBANK & TRUST bank account. In addition, you will need a personal computer, Internet Service through the provider of your choice, and a compatible web browser with 128-bit data encryption. Compatible web browsers may change so please check our website or contact us for the most current list of certified browsers and computer operating systems. 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.**

13. **E-Mail:**
E-mail transmissions are not secure. We recommend that you do not send us or ask for sensitive or confidential information such as account numbers or balances via any general or public e-mail system. You must not use Online Banking e-mail function for communication that is time sensitive, such as stop payments, making fund transfers, reporting lost or stolen debit or credit cards or checks, or reporting an error on your account. If you send us a message using e-mail, we will receive it by the following business day. You agree we may take a reasonable period of time to act on any message. You agree that the Bank may respond to you by e-mail with regard to any non-confidential matter related to Online Banking services. Any message we send you shall be considered received within three (3) days of the date sent, regardless of whether you check your e-mail messages within that time frame. **You cannot use e-mail to initiate Online Banking or Online Bill Payment transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. NobleBank & Trust will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.**

14. **Account Statements and Error Resolutions:**
All transactions completed on Online Banking will appear on your periodic account statement. Please refer to the Customer Agreement provided to you at the time your account was established for rules applicable to account statements. If you think your statement is incorrect or if you need more information regarding a transaction, you must contact us within 60 days after the error appeared on your statement. If you think there is an error on your statement, account or transaction information through NobleBank & Trust Online Banking or if you need more information regarding a transaction, you must contact us within 60 days after the error appeared on your statement. **You must notify us of any potential errors in writing.**
You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
Write to us at:

NobleBank & Trust
1509 Quintard Avenue
Anniston, Al 36201

In your letter, give us the following information:

Account information:
Your name and account number

Dollar amount:
The dollar amount of the suspected error.

Description of Problem:
If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

While we investigate whether or not there has been an error:
- We cannot try to collect the amount in question, or report you as delinquent on that amount;
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit line.

16. Service Interruptions:
Online Banking may be unavailable at certain times when computer systems require maintenance or upgrades, unforeseen maintenance is necessary, or major events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages. We will make all reasonable efforts to ensure the availability of Online Banking. However, we are in no way liable for the unavailability of all or any portion of Online Banking.

17. Termination of Online Banking:
We reserve the right to terminate this Agreement and your access Online Banking at any time and for any lawful reason. You may terminate this Agreement by written notice to us. If you should wish to cancel Online Banking, you must cancel all future bill payments and transfers using Online Banking at the time you cancel your enrollment. We will not be liable for any payments or transfers made consistent with a request that you have not cancelled. We will not be responsible for any fixed payment made by us before we have had a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf. If you do not access your accounts via Online Banking for any six (6) month period, the Bank reserves the right to disconnect your service without notice.

18. Unauthorized Transactions:
Notify us immediately if you believe another person has obtained your Online Banking Identification or Password. Also notify us if someone has transferred or may transfer money from your deposit account without your permission or if you suspect any
fraudulent activity on your account. To notify us, call NobleBank & Trust at 256-741-1800. Representatives are available between 9:00 a.m. and 4:00 p.m. (CST) Monday-Friday. You may also write to us at:

NobleBank & Trust  
1509 Quintard Avenue  
Anniston, Al 36201

Additionally, you may also email us at accountsupport@noblebank.com. However, electronic mail (e-mail) transmissions are not secure. We therefore, request that you do not send us or ask for sensitive information, etc. via any general form of e-mail system.

II. SECURITY PROCEDURES:

1. Your Role:  
Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you think your statement is wrong or if you need additional information about a transaction, please see the Error Resolution Notice in the Customer Agreement and Article I, Sections 14 and 15 above. You are responsible for keeping your password and ID confidential. Use of your password will be considered the same as your written signature in authorizing us to complete any transaction you may request. We are acting on any instructions we receive under your password, and you assume all risk resulting from any such access. In addition to protecting your Online Banking ID, password and other account information, you should take precautions to protect personal identification, such as your driver’s license, Social Security Number and the like. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information. It is also your responsibility to protect your computer system from hacking or virus attacks. We will exercise good faith and reasonable care in processing your transactions. You will similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating with us and in reviewing your account statements for any errors or discrepancies. For further information, please see our Security Statement.

2. Your Password:  
You will select an Online Banking log in identification and strong password. Please follow the requirements for setting your password. We encourage you to modify your password on a regular basis and recommend that you do not use your telephone number, birth date or any easily guessed password. You are authorizing NOBLEBANK & TRUST to act on instructions received under your Online Banking ID and password. You are responsible for keeping your accounts number(s) and other account data confidential at all times.

III. LIMITATION OF LIABILITY

1. Limitation of Liability for Loss:  
To the fullest extent allowed by law, you agree neither we nor any of our affiliates will be liable to you or any third party for any loss, property damage, bodily injury, any consequential or incidental damages (including, but not limited to lost profits or lost opportunity), or any other indirect, special, or punitive damages whatsoever, (i) that arise
out of or are related to the Site, Online Banking or Online Bill Payment or any use of the Site, Online Banking or Online Bill Payment or the information contained within it, (ii) resulting from any failure to complete any transactions, or (iii) resulting from the installation, use or maintenance of any equipment, software, Internet browser or access software, even if we have been advised of the possibility of such damages. This inclusion of damages includes damages claimed in any cause of action, including but not limited to legal or equitable proceedings and claims relating to contract, tort or products liability.

In addition to the terms previously disclosed, we are not responsible for any losses, errors, injuries, expenses, claims, attorney’s fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, “Losses”) caused by Online Banking or the use of the Online Banking or Online Bill Payment services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by us or our suppliers.

In addition, we disclaim any responsibility for any electronic virus(es) Customer may encounter after installation of such software or use of Online Banking or the Online Bill Payment. Without limiting the foregoing, neither we nor our suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. We and our suppliers provide Online Banking and the Online Bill Payment from our own sites and we make no representation or warranty that any information, material or functions included in Online Banking or the Online Bill Payment are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the Online Bill Payment, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither we nor our suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the Online Bill Payment, or contained in any third party sites linked to or from our web site. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ONLINE BILL PAYMENT, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

2. **Exclusive Remedy:**
You agree that your recovery for any damages that you incur shall be limited, at our election, to: (i) a refund of any amount (if any) you paid for information from the Site, or (ii) correction or replacement of the information. Any failure or unconscionability of that or any other remedy does not affect the enforceability of the limitations on and exclusions of consequential, incidental and other damages described in the preceding paragraph.

3. **Specific Situations:**
Notwithstanding, and without limitation, we will have no liability whatsoever if:

- Through no fault of ours, you do not have enough money in your account to make a transfer or Bill Payment;
- A transfer or Bill Payment would cause your balance to go over the credit limit on your credit lines;
• Online Banking was not accessible or otherwise not working properly and the breakdown should have been apparent to you when you attempted to request a transaction;
• Circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party, including the post office) prevent a transfer or payment, despite reasonable precautions we have taken;
• The funds are subject to legal process or other encumbrance restricting transfer;
• The account is closed or frozen to transactions;
• You, or anyone you allow, commits any fraud or violates any law or regulation;
• Any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly;
• You have not properly followed our instructions and the Payee’s instruction on how to make a transaction or if you provide us with wrong, incomplete or inaccurate information electronically, orally or in any written materials completed by you in connection with Online Banking.
• The payment date you requested does not allow sufficient time for the payee to credit your account properly, or if you requested a payment of less than the full amount due to the payee; or
• We have completed any transaction requested by an authorized user.
• There may be other exceptions contained in other agreements with us that govern your account.

4. **Your Liability:**
Except as otherwise provided by law, you will be liable for any loss or damage resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by others (others than us). Such liability includes instances when someone effects one or more transactions to your detriment. You are liable for all payments that you make or which are made or requested by an Authorized User, even if such Authorized User exceeds your authority and even if such Authorized User is not an authorized signer on your account.

5. **Indemnification**
You shall indemnify, defend and hold harmless us and our officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with the terms of this Agreement.

6. **Force Majeure**
Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party’s control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its
obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

IV. OTHER TERMS AND CONDITIONS

1. Waivers and Severability:
We may delay exercising our rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any other persons or set of circumstances is not impaired or otherwise affected.

2. Governing Law, Forum, and Limitation of Actions, Severability:
This Agreement is governed by the laws of the State of Alabama. You agree that a printed or electronic version of these terms and conditions (as changed from time to time) will be admissible in any judicial or administrative proceedings to the same extent as paper records. You agree that if you believe we have not adhered to this contract or are liable for any reason, please contact us immediately. If you feel compelled to bring a lawsuit or proceeding, you must do so within one (1) year of the date you have a right to sue. Any clause of this Agreement declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder.

3. Assignment:
You may not assign this Agreement or any portion hereof. We may assign this Agreement to our parent corporation or to any now-existing or future direct or indirect subsidiary of us or our parent corporation. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other parties.

4. How to Contact Us:
For all matters affecting this Agreement, you may call us at 256-741-1800, or you may write to us at NobleBank & Trust, 1509 Quintard Avenue, Anniston, AL 36201.

5. Additional Remedies
Due to the likelihood of irreparable injury, NobleBank & Trust shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

6. Construction
This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

7. Links to Other Sites
Information that NobleBank & Trust publishes on the World Wide Web may contain links to other sites and third parties may establish links to NobleBank & Trust site. NobleBank & Trust makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, NobleBank & Trust does not endorse the products or services offered by any company or person linked to this site nor is NobleBank & Trust responsible for any software or the content of any
information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

BY CONTINUING TO USE THIS SERVICE YOU ATTEST TO THE FOLLOWING:
I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.
Online Bill Payment Terms and Conditions

BILL PAYMENT SERVICE
This is your bill paying agreement with NobleBank & Trust and is part of the Agreement. You may use NobleBank & Trust Bill paying service, Bill Pay, to direct NobleBank & Trust to make payments from your designated checking account(s) (the Payment Account) to the Merchants 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).

"You" or "your" means each person who signs the bill paying enrollment form or is otherwise authorized to use the Service. "Merchant" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a payee.

HOW TO SET UP MERCHANTS/PAYMENTS
When you sign onto the bill pay system you will establish your list of Merchants by selecting the Add button on the Set up Accounts and Payee screen. You may add a new fixed payment for any Merchant but only if they are on your authorized list of payees (Authorized Payee List). If the Merchant is not set up for electronic payments, the service will generate a paper check for payment. NobleBank & Trust reserves the right to refuse the designation of a Merchant for any reason.

NobleBank & Trust is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

THE BILL PAYING PROCESS
NobleBank & Trust will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by NobleBank & Trust, which is currently 3:00 p.m. CST. Variable bill requests received after the business day cut off time, or at any time on a non-business day will be processed on the next business day. NobleBank & Trust reserves its right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, YOU MUST SELECT THE OPTION OF "LAST BUSINESS DAY" FOR PROCESSING TO BE ALWAYS BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS)
Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight (8) business days in advance of the Due Date. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant.

You must select a Payment Date that is at least five (5) business days before the actual Due Date reflected on your Payee statement. If your actual Due Date falls on a non-business day you must select a Payment Date that is at least one business day before the actual Due Date. Payment Dates should be prior to any late date or grace period.

When you have scheduled a payment, you authorize NobleBank & Trust to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of returned payments from using the Bill Pay Service.
The Bill Pay Service will incur no liability and a Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated because of any of the following:

1. You have not provided the Bill Pay Service with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment; and/or,

2. Circumstances beyond the control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances; and/or,

3. The payment-processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;

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 NobleBank & Trust. NobleBank & Trust 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 NobleBank & Trust 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 NobleBank & Trust, at its option, may charge any of your accounts with NobleBank & Trust to cover such payment obligations.

The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Merchant.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

RETURNED PAYMENTS
In using the Service, you understand that the Service and/or the United States Postal Service may return payments for various reasons, such as, but not limited to, the Service account number is not valid; the Service is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Service.

LIABILITY
You are solely responsible for controlling the safekeeping of, and access to, your password and the security of your computer system. 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 notify NobleBank & Trust and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. NobleBank & Trust is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. NobleBank & Trust is not liable for any failure to make a Bill Payment if you fail to promptly notify NobleBank & Trust after you learn that you have not received credit from a Merchant for a Bill Payment. NobleBank & Trust 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 NobleBank & Trust agent. In any event, NobleBank & Trust 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 NobleBank & Trust has knowledge of the possibility of them. NobleBank & Trust 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 NobleBank & Trust reasonable control.

FEES
There are no fees for Online Bill Pay Service and our service can include an unlimited number of monthly payments.
Additional Charges for Customer requested Services and Other Items:
These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct a Financial Institution error. If you do request one or more of the services listed here, you must contact the branch (256)741-1800 as NobleBank & Trust does not have an option available to make your request on line.

Stop Payment........................................................................................................... $35.00

NobleBank & Trust 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.

Some 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.

RESPONSIBILITY
Neither NobleBank & Trust nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking or Online Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking or Online Financial Services; (ix) you knew that Online Banking and/or the Online Financial Services were not operating properly at the time you initiated the transaction or payment; (xi) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.