



**SYNOVUS<sup>®</sup>**

# Bill Payment Services Service Addendum

**Synovus Treasury Management Services  
Bill Payment Services Addendum**

1. **Description of the Bill Payment Service.** You may use the Synovus Gateway™ bill pay service ("Bill Pay Service") subject to the terms of this Service Addendum and the Agreement into which this Service Addendum is hereby incorporated. You may use the Bill Pay Service to make payments from your designated checking Account ("Payments") to your vendors and contractors ("Payees"). The terms and conditions of this Service Addendum are in addition to the Agreement and Account Agreements. You acknowledge and agree that the bill pay service provider, and not Bank, is providing the Bill Payment Service; and that all of your rights and remedies regarding errors in connection with the Bill Payment Service or unauthorized payments will be solely against the service provider and not against Bank. You agree that our sole responsibility in connection with the Bill Payment Service is the reasonably diligent selection of the service provider.
2. **Service Fees.** The fees for the Bill Pay Service are set forth in the Fee Schedule. The applicable fees will be charged whether or not the Bill Pay Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the fees from your designated Account. All of your other Account fees will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
3. **Service Set-Up.** You may use the Bill Pay Service to add Payees and set up Payments. All Payees must be located in the United States and all Payments must be made to a Payee location in the United States (including U.S. territories and APOs). Synovus reserves the right to refuse any Payee or Payment at any time for any reason. During the Bill Pay Service set-up process, you will be asked to designate an Account from which funds for your Payments will be withdrawn and into which any funds from erroneous, corrected or rejected Payments will be deposited. By designating such Account, you authorize us to withdraw and deposit funds to this Account in order to make or correct Payments made using the Service and other incorrectly deposited or remitted funds, to deduct applicable fees and to deduct or credit returned Payments.
  - a. Adding Payees. If you want to add a new Payee, first select the Payee tab located in the BillPay Service.
  - b. Payment Set-Up. You may add a new Payment to a Payee by accessing the Bill Pay Service and entering the appropriate information. Most other additions, deletions, or changes can be made using the service. Synovus is not responsible for Payments that cannot be made due to incomplete, incorrect, or outdated information.
  - c. Bill Pay Service Information. You are solely responsible for keeping up-to-date and accurate your Account information, your Payee's information, your Payment information and any other instructions you provide us with respect to the Bill Pay Service. We may rely on all Payment instructions you provide us and we are not responsible for any issues arising out of errors in any of the foregoing information. We can disclose any of this information to third parties as needed to provide the Bill Pay Service to you. You also agree that we may (i) share with Third Party Service Providers of the Bill Pay Service aggregated, anonymized user behavior information relating to the Bill Pay Service, (ii) permit such Third Party Service Providers to use any such information in an aggregated and anonymous form for data analytics purposes; and (iii) permit such Third Party Service Providers to share the results of any such data analytics with other third parties for any business purpose.
  - d. If you need help with setting up or using the Bill Pay Service, please call us at 1-888-SYNOVUS (1-888-7966887).
4. **Scheduling Payments.** You may use the Bill Pay Service to set up single and recurring Payments to Payees. By scheduling a Payment, you authorized us and our Third Party Service Providers to withdraw the amount from your designated Account and remit the amount to your Payee, and to deduct any applicable fees for the Bill Pay Service from such Account.
  - a. Payments. A Payment will be processed on the business day that you designate as the Payment's processing date, provided the Payment is submitted prior to the daily cut-off time on that date ("Scheduled Payment Date"). The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the Bill Pay Service when you are scheduling the Payment. Therefore, the Bill Pay Service generally will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each

Payee. The daily cut-off time is currently 4:00 pm ET each business day ("Cut-Off Time"). A single payment submitted after the Cut-Off Time on the Scheduled Payment Date will be processed on the next business day. If you designate a non-business day as the Scheduled Payment Date, the Payment will be processed on the first business day *before* the Scheduled Payment Date. For purposes of this Service Addenda, a business day is Monday through Friday except for Federal Reserve banking holidays. Synovus may modify the Cut-Off Time at any time upon notice to you by any means identified in the Agreement.

- b. **Recurring Payments.** When a recurring payment is processed, it is automatically rescheduled by the service. A Scheduled Processing Date is calculated for the next occurrence of the Payment based on your selected frequency settings for the Payment. If the calculated Scheduled Payment Date is a non-business day, the Scheduled Payment Date for the new occurrence of the Payment is adjusted to the first business day prior to the calculated Scheduled Payment 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 Scheduled Payment Date, then the last business day of that month is used as the Scheduled Payment Date.
- c. **Estimated Payment Arrival Dates.** The Bill Pay Service will calculate the estimated arrival date of your Payment. This is only an estimate, so please schedule your Payments to allow ample time for your Payments to reach your Payees. Synovus is not responsible for any late Payments including any late fees or other losses or damages.
- d. **Cancelling a Payment.** A Payment can be changed or cancelled by you at any time prior to the Cut-Off Time on the scheduled processing date. We will use commercially reasonable efforts to cancel a Payment even if you miss the Cut-Off Time if we have not yet begun processing the Payment if you properly submit a request through the Bill Pay Service, but we are not liable to you for any inability or failure to do so. If you need to cancel a Payment to be made by a paper check after the Cut-Off Time on the scheduled processing date, you must submit a stop payment request to us through the Bill Pay Service. Synovus can cancel or reverse any Payment at any time, including because you have insufficient available funds in your designated Account.

## **5. Additional Bill Payment Service Terms.**

- a. **Exception Payments.** We reserve the right to refuse to pay any Payee to whom you may direct a Payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement. We do not recommend use of the Bill Pay Service for tax payments or court-ordered payments and your use of the Bill Pay Service for such payments are at your own risk. In no event will Synovus be liable for any claims or damages resulting from your scheduling of any of these types of Payments. We have no obligation to research or resolve any claim resulting from one of these Payments. All research and resolution for any misapplied, mis-posted or misdirected Payments will be the sole responsibility of you and not of Synovus.
- b. **Stop Payments.** For paper checks that you need to cancel after the applicable Cut-Off Time, you must submit a stop payment request in the Bill Payment Service. We cannot guarantee that the stop payment request will be honored prior to the check being deposited or cashed. If you desire to stop any Payment that has already been processed, you must contact us at 1-888-SYNOVUS (1-888-796-6887). Although we will try to accommodate your request, we will have no liability if we fail to do so. We also may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Fee Schedule.
- c. **Returned or Failed Payments.** You acknowledge that Payees or the United States Postal Service may return Payments to us for various reasons such as, but not limited to, the Payee's forwarding address expired; the Payee account number is not valid; the Payee is unable to locate your account; or your account with the Payee is paid in full. We will use commercially reasonable efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your account. You may receive notification of any such action.
  - 1) You will reimburse us immediately for any losses we sustain due to your failure to comply with this Service Addendum or the Agreement or for any losses we incur arising out of returned or failed Payments or the performance of the Services under this Service Addendum;
  - 2) If we incur a loss due to our performance of Payments for you under this Service Addendum, you will reimburse us immediately upon demand. If you do not reimburse us immediately you agree that we can recoup the funds from any of your Accounts;
  - 3) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
  - 4) You may be assessed a fee if the transaction is returned because you have insufficient funds in your Account to cover the requested payment. You hereby authorize us to deduct this amount from your designated Account by ACH debit. In addition, our Third Party Service Provider may assess you a fee as a result of the return that is separate from and in addition to any fee assessed by us;
  - 5) You will reimburse us for any fees or costs incurred attempting to collect the amount of the return from you; and,
  - 6) We are authorized to report the facts concerning the return to any credit reporting agency.

- 6. **Liability.** The person entering into this Service Addendum on your behalf hereby represents and warrants to Synovus that such person is duly authorized to execute this Service Addendum on your behalf. You acknowledge and agree that you, through your Administrator, will control access to the Service such that all Payments and Payees will be duly authorized by you prior to being submitted to the Bill Pay Service. You understand that we and our Third Party Service Provider are authorized to follow all Payment instructions submitted by any Authorized User on your behalf. You further agree that in order to process Payments

more efficiently and effectively, the Bill Pay Service may edit or alter Payment data or data formats in accordance with Payee instructions. When the Bill Pay Service receives a Payment instruction from you we are authorized to debit your Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date. You also authorize the Bill Pay Service to credit your designated Account for Payments returned to the Service by the United States Postal Service or by a Payee, or Payments remitted to you on behalf of another authorized user of the Bill Pay Service. Neither we nor our Third Party Service Provider will incur any liability if we are unable to complete any Payments due to any of the following circumstances:

- a. You are responsible if, through no fault of ours or the Bill Pay Service, your designated Account does not contain sufficient funds to complete the Payment or the Payment would exceed the credit limit of your overdraft account, if any;
  - b. The Bill Pay Service is down or not working properly and you know or have been given notice that the Bill Pay Service is not working properly prior to scheduling a Payment or otherwise using the Bill Pay Service;
  - c. You have not provided the Bill Pay Service with the correct Payment information, or the correct Payee name, address, phone number, or account information;
  - d. A Force Majeure has occurred preventing the proper execution of the Payment or other action on the Bill Payment Service.
  - e. You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. Synovus is not responsible for any Payments that are not properly scheduled or for Payees that you did not properly add to the service. Synovus' sole responsibility to you for its failure to make a properly scheduled Payment is to make the Payment promptly after notice of the missed Payment.
  - f. We are entitled to rely on any instructions we receive through the Bill Pay Service by a person using your Credentials, whether or not you authorized the instructions. You are responsible for all Payments initiated using your Credentials, whether or not they exceed any limits or restrictions imposed on your Authorized User or Administrator.
7. **Use Rights.** Your Administrator will grant use rights to Authorized Users for the Bill Pay Service. If you want to terminate an Authorized User's right to use the Bill Pay Service, you must do so within Synovus Gateway and the Bill Pay Service.
8. **Termination.** If you or we terminate this Service Addendum or the Agreement Synovus is not responsible for any Payment scheduled to be made before Synovus has a reasonable opportunity to act on the termination. You remain obligated for any and all Payments made by Synovus on your behalf.
9. **Electronic Bill Delivery and Presentment Service ("E-Bills").**
- a. Description of E-Bills. With E-Bills your bills from your participating Payees can be presented to you electronically through Synovus Gateway<sup>sm</sup>. Your election to receive an electronic bill from a Payee may result in your ceasing to receive a paper copy of your bill. The Service is a convenience only. You must contact your Payees directly if you do not receive your bills or do not receive your bills on time.
  - b. Information Requirements. E-Bills is unable to update or change your personal information with your Payees, such as, but not limited to, name, address, phone numbers, and email addresses. You are solely responsible for contacting your Payee directly to update your account information with them. Additionally, it is your responsibility to maintain all User IDs and Passwords for all Payee sites. We may need those credentials to access the Payee system on your behalf and you hereby authorize us to do so. You also agree not to use someone else's information to gain unauthorized access to another person's bill. You agree that we may, at the request of the Payee, provide the Payee with your email address, service address, or other data specifically requested by the Payee at the time of activating the E-Bill for that Payee and from time to time thereafter. You agree that we are not responsible for any uses the Payees make of your information.
  - c. Activation. Upon activation of E-Bills, we may notify the Payee of your request to receive electronic billing information. The time for the presentment of your first E-Bill may vary from Payee to Payee and may take up to sixty (60) days. Additionally, your ability to receive a paper copy of your statement(s) in addition to your E-Bill is at the sole discretion of the Payee. While your E-Bill feature is being activated and afterward, it is your sole responsibility to keep your Payee accounts current. Each Payee reserves the right to accept or deny your request to receive E-Bills.
  - d. Authorization to Obtain Bill Data. Your activation of E-Bills for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your User ID and Password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data each month.
  - e. Notifications. We will use our commercially reasonable efforts to present all of your E-Bills promptly. In addition to notification within Synovus Gateway, we may send an unencrypted email notification regarding the availability of the bill to the email address listed for your account. It is your sole responsibility to ensure that we have a current and accurate email address for you. You may opt out of these email notifications by contacting us at 1-888SYNOVUS (1-888-796-6887). Whether or not you receive any notification that an electronic bill has arrived, it is your responsibility to periodically log in to the Synovus Gateway and check for the delivery of new E-Bills. The time for notification may vary from Payee to Payee. You have the sole responsibility for ensuring timely payment of all bills regardless of whether you receive an electronic bill.

- f. Cancellation of E-Bills. Each Payee reserves the right to cancel the presentment of E-Bills at any time. You may cancel E-Bills for some or all of your Payees at any time. It may take up to sixty (60) days, depending on the billing cycle of each Payee for you to stop receiving electronic bills from a Payee. We will notify your Payee(s) about your cancellation and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We are not responsible for presenting or not presenting any electronic bills that are already in process at the time of cancellation.
  - g. Non-Delivery of Electronic Bills. You agree that we are not liable for any errors with E-Bills and to hold us harmless should the Payee fail to deliver your bill(s) timely. You have the sole responsibility for ensuring timely payment of all bills. You should keep a copy of each bill. Copies of previously delivered bills must be requested from the Payee directly.
  - h. Accuracy and Disputes. We are not responsible for the accuracy of your electronic bills. We are only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your E-Bill summary or detail must be addressed with the Payee directly.
  - i. Your Obligations to Payees. Synovus is not responsible for any goods or services provided to you by a Payee and your agreement to receive E-Bills does not alter your liability or obligations that currently exist between you and your Payees.
10. **Service Modifications and Service Addendum Amendments**. This Service Addendum and applicable fees and service charges may be amended by us from time to time. In such event, we will provide notice to you. Any use of the Bill Pay Service after we provide such notice will constitute your agreement to such change(s). Further, we may make alterations, updates, additions or changes to the Bill Pay Service at any time. These changes may require you to re-enter your Account or Payee information and may render all such prior versions obsolete. From time to time we may terminate access to earlier versions of the Bill Pay Service in which case we will terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Bill Pay Service's more recent revisions and updates.