

## BILL PAYMENT TERMS AND CONDITIONS

Republic First Bank d.b.a. Republic Bank (“Republic Bank”) endeavors to provide you with the highest quality Bill Payment Service (“Bill Pay”) available. The Bill Pay Terms and Conditions document (“Terms and Conditions”) governs the use of Bill Pay and is incorporated by reference into the Online Banking (“Online Banking”) Agreement between Republic Bank and you. In the event of a conflict between the Terms and Conditions and the Online Banking Agreement, this Agreement will govern to the extent of the inconsistency. By accepting this Agreement or using Bill Pay, you acknowledge that you have received and understand the terms of this Agreement and you agree to be bound by this Agreement as it may from time to time be amended by Republic Bank.

“We,” “us” and “our” when used in this Agreement refers to Republic Bank and “you”, “your” and “yours” when used in this Agreement means each person or entity who is an owner, signer or has unrestricted withdrawal rights of a deposit account or, as applicable, a borrower under a loan account, and each person that is using Bill Pay with your permission.

### 1. Definitions

1.1. “*Account Documentation*” means all terms and conditions, disclosures including but not limited to Electronic Fund Transfers (Regulation E), Your Ability to Withdraw Funds (Regulation CC) and Truth in Savings (Regulation DD), notes and/or loan agreements, overdraft protection agreements, and any other documents provided to you in connection with the opening of your Payment Account(s), and as they may be amended from time to time.

1.2. “*Bill Pay Processor*” means the bill payment processor that provides services to us in connection with Bill Pay.

1.3. “*Business Day*” means every day except Saturday, Sunday, and legal Federal Holidays.

1.4. “*Identification Number(s)*” means all the customer identification numbers, user identification numbers and personal identification numbers or codes assigned to you by us or chosen by you for use with Online Banking and Bill Pay.

1.5. “*Payment Account(s)*” means, any demand, NOW, savings or money market account that you designate to be used for the payment of bills or for Person- to- Person (“P2P”) or Business- to- Business (“B2B”) transfers through the Bill Pay Processor.

### 2. Bill Pay Services

Subject to the provisions within the Terms and Conditions, Bill Pay can be used to (a) give an order to us to make a non-recurring payment from your Payment Account, and/or (b) give an order to us to make a series of recurring payments of the same amount from your Payment Account and/or, (c) give an order to us to make a P2P or B2B transfer, and/or (d) give an order to us to send a check as a gift to an individual; and/or (e) give an order to us to send a donation to an entity, and/or (f) give an order to us to edit or change an order to make a future payment from your Payment Account that was previously given to us through Bill Pay, and/or (g) give an order to us to cancel a future payment was previously given to us through Bill Pay, and/or (h) perform any other banking services offered or to be offered in the future.

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### 3. Use of Bill Pay

In order to use Bill Pay, you must first be enrolled in Online Banking and then you must enroll separately on the Bill Pay application within Online Banking. To access Bill Pay thereafter, you will need to use your Identification Numbers provided during enrollment. You agree to accept responsibility for learning how to use Bill Pay in accordance with the online instructions and agree that you will contact us directly if you have any problems with Bill Pay. We reserve the right to limit the types and number of deposit or loan accounts eligible to be a Payment Account and the right to refuse to make any transaction you request through Bill Pay. We may also reserve the right to modify the scope of Bill Pay at any time. In the event of any modifications, you are responsible for making sure you understand how to use Bill Pay as modified. We will not be liable to you for any losses caused by your failure to properly use Bill Pay.

### 4. Bill Pay Fees

The following fees may be charged to your Payment Account in connection with your use of Bill Pay:

Expedited Payments:	
Next Day Check	\$14.95
2 <sup>nd</sup> Day Check	\$ 9.95
2 <sup>nd</sup> Day Electronic	\$ 4.95
Gift Checks	\$ 2.99
Donations	\$ 1.99

You agree to pay such fees and authorize Republic Bank and/or the Bill Pay Processor to deduct any fees incurred by you from your Payment Account. Any fees associated with your Payment Accounts will continue to apply. Upon at least 30 days prior notice to you, Republic Bank may amend the Bill Pay fees, to the extent permitted by applicable law. Continued usage of Bill Pay after the fee becomes effective constitutes your acceptance of, and agreement to, the disclosed fees.

### 5. Bill Pay Provisions

Any payment from your Payment Account made through Bill Pay will be made by either a check or an electronic transfer of funds to the payee. For a payment made by check, you should verify with the payee the address to which the payment should be sent and the mailing time required for the posting of the payment due to the following: a) the payee will not receive a payment voucher with the payment, b) the payee may process payments made without a payment voucher at a different location than is normally the case, or c) it may take longer than is normally the case to process payments without payment vouchers.

#### 5.1. Restrictions and Limitations

5.1.1. The payee of any payment from your Payment Account ordered through Bill Pay (i) must be located in the United States, and (ii) cannot be a party that we regard as ineligible for payment through Online Bill Payment.

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5.1.2. No payment from your Payment Account can be ordered through Bill Pay in an amount greater than the limit established for Bill Pay, which is currently \$99,999.99 for consumers and businesses per payment.

5.1.3. The maximum P2P and B2B transfer per payment and per Business Day is \$2,500.00.

5.1.4. For a series of recurring payments from your Payment Account to be ordered through Bill Pay, the payments must be (i) equal in amount, (ii) payable to the same payee and (iii) payable at regular intervals (e.g. weekly, monthly, etc.).

### 5.2. Payment Processing

#### 5.2.1. Non-recurring (Single) Payments

All non-recurring payments will be processed on the Business Day that you designate as the payment date in Bill Pay provided the payment order is submitted to the Bill Pay Processor prior to 3:00 p.m. Eastern Standard Time.

All non-recurring payments submitted at 3:00 p.m. Eastern Standard Time or later on a Business Day will be processed on the next Business Day. If you designate a non-Business Day as your payment date, the payment will be processed on the first Business Day before the designated payment date.

#### 5.2.2. Recurring Payments

After the first recurring payment is processed in Bill Pay as noted above, subsequent payments are automatically rescheduled by the Bill Pay system. Based upon your selected frequency settings for the payment, a payment date is calculated for the next occurrence of the payment. If the calculated payment date is a non-Business Day, the payment date for the new occurrence of the payment is adjusted to the first Business Day before the calculated 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 the payment date and that day does not exist in the month of the calculated payment date, then the last calendar day of that month is used as the calculated payment date.

The Bill Pay system also calculates an “estimated arrival date” of your payment. This is only an estimate, so please allow ample time for your payments to reach the payees. You will be responsible for giving any order to us to make a payment from your Payment Account through Bill Pay in sufficient time for the order to be processed and the payment to be sent so that it is received by the payee of the payment by the date it is to become due without taking into account any grace period provided by the payee, and you will be responsible for all consequences of your not doing so (for example, any finance or late charge resulting from the payment being made late).

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If the payment is to be made by an electronic transfer of funds to the payee, up to three (3) of our Business Days after the Business Day on which we receive the order will be necessary to allow for processing of the order so that the payment is received by the payee on the anticipated date. If the payment is to be made by the preparation and sending to the payee of a check, up to seven (7) of our Business Days after the Business Day on which we receive the order will be necessary to allow for the order so that the payment is received by the payee by the anticipated date.

### 5.3. Funds Availability

#### 5.3.1. Electronic Payments

Funds must be available in your Payment Account on the payment date by 3:00 p.m. Eastern Standard Time in order for your payment to be processed and funds withdrawn from your Payment Account. If the funds in your Payment Account are not available on the payment date by 3:00 p.m. Eastern Standard Time, the Bill Pay system will attempt to process the payment the next Business Day by 3:00 p.m. Eastern Standard Time, and every Business Day thereafter up to a total of four (4) Business Days after the payment date. If the funds are still not available, the payment will be cancelled and no funds will be withdrawn from your Payment Account.

#### 5.3.2. Check Payments

For payments made by check, funds are not withdrawn from your Payment Account until the check is presented to Republic Bank for payment against your Payment Account. When the check is presented to Republic Bank for payment against your Payment Account, there must be sufficient available funds in your Payment Account in order for the check to be paid. If there are not sufficient available funds in your Payment Account at the time the check is presented to Republic Bank for payment, Republic Bank can either pay the check or return the check unpaid to the payee, and in either case may charge your Payment Account a returned/paid item fee in accordance with your Account Documentation.

Please refer to the Account Documentation for additional information regarding funds availability.

### 5.4. Changing or Cancelling a Payment

A payment made through Bill Pay can be changed or cancelled any time prior to the payment date.

We can at any time, and without giving you any notice that we are going to do so, refuse to honor any order to us given through Bill Pay if the order identifies the same payee, payment date and amount, it appears to duplicate another payment ordered through Bill Payment. However, we have no obligation to determine, before honoring any order given to us through Bill Payment, whether the payment ordered by you would duplicate another payment ordered by you.

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### 5.5. Stopping Payment on Checks Issued by Bill Pay Processor

To place a stop payment on a check issued through Bill Pay by the Bill Pay Processor, you can send an electronic instruction through Online Banking, telephone Customer Service at 888.875.2265, or visit one of our stores. Please refer to Republic Bank's Online Banking Agreement for further details. *Stop payments cannot be made through Bill Pay.*

## 6. Amendments and Termination

Republic Bank reserves the right to terminate, suspend, modify, add and/or remove any feature from Bill Pay at any time in our sole discretion without prior notice to you. You may reject changes by discontinuing use of Bill Pay. Your continued use of Bill Pay will constitute your acceptance of, and agreement to, such changes.

If you do not schedule or process a payment through Bill Pay for six (6) consecutive months, we may, at our sole discretion, terminate your use of Bill Pay without prior notice.

If you wish to discontinue using Bill Pay, you should notify Republic Bank in writing at Republic Bank, Customer Service Department, Two Liberty Place, 50 S. 16th Street, Suite 2400, Philadelphia, PA 19102; by telephoning Customer Service at 888.875.2265; or by visiting one of our stores. Republic Bank is not responsible for any payment made before Republic Bank has a reasonable opportunity to act on your termination notice, and you remain obligated for any payments you order through Bill Pay.

## 7. Other Agreements

You agree that, when you use Bill Pay, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Bill Pay, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any Payment Account or other banking product accessed through Bill Pay is also subject to the Account Documentation and disclosures provided at the time of account opening. You should review the Account Documentation and disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Bill Pay.

## 8. Entire Agreement

Except for the Account Documentation, the Terms and Conditions - along with the Online Banking Agreement - constitutes and represents the entire agreement between you and us regarding

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Bill Pay and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature, whether oral or written, between you and us relating to such service.

Effective June 8, 2015