



Brighton
BANK 7663 Highway 51 S
Brighton, TN 38011



Member
FDIC

BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT WILL APPLY TO AND GOVERN YOUR USE OF THE PICTURE PAY BILL PAYMENT SERVICES OFFERED BY BRIGHTON BANK ("BRIGHTON BANK"), AND THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, AND YOU WILL CREATE A VALID AND BINDING LEGAL CONTRACT BETWEEN YOU AND BRIGHTON BANK.

1. What This Agreement Covers

This Agreement covers your use of Brighton Bank's Picture Pay Bill Payment Services. Brighton Bank's Picture Pay Bill Payment Services are defined as any electronic service provided by Brighton Bank that allows you to direct Brighton Bank to make payments from your Brighton Bank checking accounts to third parties whom you have selected in advance through the use of a mobile device (the "Service").

2. Brighton Bank Picture Pay Bill Payment

You may direct Brighton Bank to make payments from your Brighton Bank checking accounts to third parties ("payees") whom you have selected to receive payment. You may make payments through the Service to any business, merchant, or professional that generates a bill or invoice for products or services provided to you on your behalf ("Business Payee") or to any individuals, family, or friends for non-business purposes ("Individual Payees"). Payments may be made only to payees with a U.S. payment address.

3. Delivery of Your Payments

You may schedule payments to be initiated on the day that you enter the payment information, on a future date, or on the same date each month, subject to the restrictions in this Agreement. Although you can enter payment information through the Service 24 hours a day, 7 days a week, payments can be "initiated" only on business days. Bills cannot be initiated on holidays or weekends. If a scheduled bill payment falls on a holiday or weekend, it will be paid on the Friday before the weekend, or the

last working day before the holiday. The date on which a payment is "initiated" is the date on which we act on your payment instructions.

As you are initiating your payment, the "service" will automatically determine whether your payment will be sent by electronic transmission or by check. In order to send a payment by electronic transmission, your designated payee must be on our service providers list of businesses that are set up to accept electronic transfers. All payments not made by electronic transmission are made with a check to your designated payee.

Payments are "processed" one time each business day: at 3:00 p.m. CST. You have the right to stop or change any scheduled bill payment until the time it is processed. The following scenarios illustrate Brighton Bank's bill pay schedule:

Stop Payments are not guaranteed. Payees may present payments to their bank before the stop payment has been properly processed. Payments that are in process cannot be canceled or stopped. If Brighton Bank is successful in processing a stop payment request, please allow up to seven business days for the funds to be credited to your account.

Scheduling Payments: There will be a delay between the time when you initiate a payment and when the payee receives that payment. Any payments made using the Service require sufficient time for your payee to receive your payment and credit your account properly. Therefore, you should initiate the payment sufficiently in advance of the due date of your payment. We recommend that you initiate payments at least 7 full business days prior to the due date for payments by check and at least 4 full business days for electronic payments. We will not be responsible for any fees, expenses, late charges, or losses you may incur as a consequence of late payment if you fail to properly initiate the payment sufficiently in advance of the due date of your payment.

4. Payment Guarantee

If Brighton Bank does not properly complete a bill payment on time or in the correct amount, we will reimburse you for any late fees or penalties you are charged up to a maximum of \$25.00 per scheduled payment to a Business Payee that is not received by the scheduled payment date as a result of the failure of a Business Payee to receive a payment made through the Service. In order to be eligible for such reimbursement, you must meet the following conditions: (a) You must have properly scheduled the payment to be initiated on a date at least 7 business days prior to the bill's actual due date (b) You must provide us with the correct payment amount (c) your checking account must contain sufficient funds to complete the payment. (d) You are an individual using Picture Pay

for personal, family, or household purposes. The Bank has the right to refuse any transaction if the Bank reasonably believes such refusal is necessary for security reasons.

5. Security

In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, public keys or other means of identification. Brighton Bank reserves the right to block access to the Service to maintain or restore security to Brighton Bank systems if Brighton Bank reasonably believes your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). You are liable and responsible for all Mobile Banking Services (including Picture Pay Bill Payment Services) transactions made using your means of identification, whether those transactions are made by you or any person you authorize, permit or enable to have your means of identification (even if the person exceeds your authority) or by any person who obtains through you, by whatever means, your means of identification. If you have given someone your means of identification and wish to terminate their authority, or if you know or believe that your means of identification otherwise is compromised, you must notify Brighton Bank so that Brighton Bank can take the necessary steps to change the means of identification. You agree to defend, hold harmless and indemnify Brighton Bank from and against any and all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to your Brighton Bank accounts via the Mobile Banking Services.

6. Service Fees

There is no service charge for Brighton Bank's Picture Pay Bill Payment Services. Please note, however, that you are responsible for all fees and charges that might otherwise apply to your Brighton Bank accounts, such as normal account fees and service charges, non-sufficient funds or OOPS fees, etc. Expedited payment functions will incur a \$25.00 fee¹.

7. Canceling the Service

This Agreement will remain in effect until it is terminated by you or Brighton Bank. You may cancel this Agreement by notifying Brighton Bank by mail to 7663 Highway 51 S, Brighton TN 38011, Attention Mobile Banking Dept. Brighton Bank may cancel this Agreement and terminate your use of the Service for any reason, at any time. Brighton Bank will use commercially reasonable measures to notify you in advance of any such termination, but Brighton Bank is not obligated to do so. Cancellation shall not affect your liability or obligations under this Agreement.

8. Bank Documents

The terms and conditions of this Agreement are in addition to, and shall supplement the terms, conditions, rules, and regulations that apply to any of your existing Brighton Bank accounts or services which you currently use.

9. Business Days/Hours of Operation

The Bank's business days are Monday through Friday, except holidays on which the Bank is closed. Except as provided above in paragraph 3, Brighton Bank's Picture Pay Bill Payment Services are available 24 hours a day, 7 days a week except during maintenance periods.

10. Limitation on Liability

Except as otherwise provided in this Agreement, the Bank is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the installation, use or maintenance of your personal computer hardware or any software. Brighton Bank has no duty to monitor the payments that are made through the Service.

11. Warranties Disclaimer

BRIGHTON BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICES INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS, AND THEN ONLY TO THE EXTENT, DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

12. Severability

In the event any one or more of the provisions of this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable.

13. Governing Law

The terms and conditions of this Agreement, and any issue relating to an account or service with Brighton Bank which you access through the Service, shall be governed by and construed in accordance with the laws of the State.

14. Assignment

Brighton Bank may assign its right and delegate its duties under this Agreement to a company affiliated with Brighton Bank or to any other party. You may not assign any of your rights or duties under this Agreement at any time.

15. Entire Agreement

This Agreement is the entire agreement between you and Brighton Bank regarding your use of the Service, and it supersedes any prior discussions and agreement between you and Brighton Bank regarding the Service, and supersedes any marketing or other similar material pertaining to the Service delivered to you in writing, verbally or obtained at any Brighton Bank site or the site of any internet service provider.

16. Interruptions in Services

Brighton Bank may on a regular basis perform maintenance on Brighton Bank equipment or systems which may result in interruption of the Service. Brighton Bank will not incur any liability to you as a result of any such interruptions.

17. Reward Checking Requirements

Usage of the Brighton Bank mobile banking application and its Picture Pay feature combine to satisfy Reward Checking requirements. Logging into the mobile banking application will satisfy the "online login" requirement. Picture Payments will satisfy the required bill payments requirements. Please review current Reward Checking requirements for each Reward level.

18. In-App Agreement

App users must agree to the InApp agreement in order to use the Picture Pay service. InApp agreement follows:

You are activating Personal Picture Pay Services. You agree that by using the Services, you have read and understood this Personal Picture Pay Agreement. Some highlights of the Agreement are:

- Cut off time is 3:00 pm CST. All items captured after cut off will be processed next business day.
- Maximum allowed invoice or bill payment value of \$20,000 each.
- Picture Pay is currently only available for personal checking accounts only.

- Physical invoice or bill retention should be 14 days.
- Please visit <http://www.brightonbancorp.com> for complete Terms and Conditions.

Picture Pay and other app features require an app update available in the App Store and Google Play. Available for Personal accounts only. Account number, last four digits of social security number, and related information is required for set up and activation. Required data plan not included; iPhone® App and Android App require data plan. A \$25.00 fee applies for expedited payments and delivery dates may vary depending on payee. All fees subject to sales tax in New Mexico.

For any questions or problems with the Picture Pay product please call Brighton Bank at 1-800-687-2265.