

## **Community Trust Bank's Ready Pay Terms & Conditions**

### **Introduction**

Ready Pay is a service that allows you to pay your Community Trust Bank ("CTB") installment loan online. The following terms and conditions govern your use of the Ready Pay system. CTB reserves the right to modify these terms and conditions at any time, effective upon publication. Your use of the Ready Pay system constitutes your agreement to these terms and conditions and any modifications thereof. If you do not agree with the terms and conditions of the Ready Pay system, CTB has the right to prohibit and/or discontinue your use of the system.

Through the Ready Pay system, you can:

1. Make a one-time payment or set up recurring monthly payments to your CTB installment loan.
2. Review, change, and cancel payments.

At this time, CTB's Ready Pay system may only be used to pay your CTB installment loan. You may not use the system to pay your mortgage loan, HELOC, home equity loan, commercial loan, or any other loan type other than an installment loan.

CTB will use an Automated Clearing House ("ACH") Network to process payments initiated through the Ready Pay system. All payments made through the Ready Pay system are subject to all terms and conditions within this Agreement and all other agreements connected with your accounts at CTB or any other financial institution. You understand and agree that when you initiate a payment from your deposit account at CTB or any other financial institution, the processing of the payment will begin and the debit from your account may occur immediately. By using CTB's Ready Pay system, you represent and warrant to CTB that you are the owner of the deposit account where the payment is originated and that you have the authority to authorize the payment through CTB's Ready Pay system.

### **Prohibited Acts**

You agree that the following uses of the Ready Pay system are strictly prohibited, and any violation of the following uses may result in CTB's decision to discontinue your use of the system:

1. Unauthorized communication of any information concerning any password or other online access number, code, or personal identification or other proprietary information belonging to any other person or entity.
2. Unauthorized communication of any deposit account information belonging to any other person or entity.
3. Any other misrepresentation of your identity or deposit account information.

### **Conditions for Use**

In consideration of your use of the Ready Pay system, you agree to the following:

1. You are responsible for keeping your account registration and account information up to date and accurate.
2. You agree to ensure funds are available in your specified deposit account to cover any payments, or to otherwise may any and all payments due.
3. If the funds in your specified deposit account are insufficient to cover any payment, CTB will not be obligated to debit funds to cover the payment. CTB will attempt only to secure funds for the particular loan payment currently due at that time, or for any additional payment you may initiate towards your loan. No attempts will be made to secure funds for any payments previously due and remaining unpaid for any reason.
4. CTB will not be responsible for any loss or penalty that may be incurred by you due to lack of sufficient funds.

5. CTB may assess a Dishonor Fee for a loan payment returned as insufficient funds. This is in addition to any fees that may be assessed by the financial institution where your account is housed.
6. Possible late charges and negative credit bureau reporting may occur on your loan if the full amount of the contractual payment (as stated in your Note) is not received by your loan due date. Please refer to the Late Charge terms of your Note.
7. In the event that you set up recurring monthly payments under the Ready Pay system, you are responsible to make any previously billed payments until the recurring monthly payments have been established. Unless otherwise indicated, your recurring monthly payments will begin with your next unbilled loan payment date. CTB will terminate your recurring monthly payments if we receive notice that your specified deposit account is an invalid number or has been closed or frozen.
8. CTB reserves the right to change or discontinue, temporarily or permanently, your use of the Ready Pay system at any time without notice. You agree that CTB will not be liable to you or any third party for any modification or discontinuation of the Ready Pay system.
9. You may cancel your enrollment in Ready Pay at any time by sending a request for cancellation via our "Email Customer Service" link.
10. The information you provide enables us to provide the Ready Pay system to you. It also enables us to give you updates about Ready Pay. The complete terms of CTB's Privacy Policy are incorporated as a part of this Agreement, so please take time to read it.
11. In order to ensure that CTB is providing the highest quality of service to you, you agree that CTB's employees may have access to your account(s) and records as may be reasonably required to investigate any issues or complaints involving the Ready Pay system.

### **Password Security**

You will be asked to select a password when registering your Ready Pay account. You are responsible for maintaining the confidentiality and security of your password and account. You are fully responsible for all activities that occur using your password or account. Please notify us immediately of any unauthorized use of your password or account or any other breach of security. CTB will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may not use anyone else's password at any time. If you share your password or account information with anyone else, CTB reserves the right to discontinue your use of the Ready Pay system.

### **Service Interruptions**

The Ready Pay system 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 Internet or telephone service, or electrical outages). We will make all commercially reasonable efforts to ensure the availability of the system. However, we are in no way liable for the unavailability of any or all portions of the system.

### **Disclaimer of Warranty and Limitation of Liability**

CTB makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Ready Pay system or system services provided to you under this Agreement. We do not, and cannot warrant, that the system will operate without errors, or that any or all system services will be available and operational at all times. The services provided under the Ready Pay system are provided on an "as is" and "as available" basis. Your use of the Ready Pay system is at your sole risk. Except as specifically provided in this Agreement, or as otherwise required by law, you agree that CTB and its officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special, consequential, exemplary or punitive damages under or by reason of any services or products provided under this Agreement or by reason of your use or access to the Ready Pay system, including, but not limited to, loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort based on warranty. Further, in no event shall the liability of CTB and its affiliates exceed the amounts paid by you for the services provided to you through the system. You

acknowledge that from time to time, the Internet Banking Services may be delayed, interrupted or unavailable for an indeterminate period of time. CTB shall not be liable for any claim arising from or related to the Ready Pay system arising from any such delay, interruption or unavailability. Any cause of action concerning the Ready Pay system under this Agreement must be commenced within one (1) year after such cause of action has occurred.

**Indemnification**

You agree to indemnify and hold harmless, and defend CTB from and against any and all claims, actions, suits, judgments, and expenses (including court costs and reasonable fees for attorneys, accountants, and expert witnesses), at your sole expense, arising from your failure to abide by these terms and conditions on the use of the Ready Pay system.

**Miscellaneous**

This Agreement cannot be changed or any rights waived unless CTB agrees in writing. CTB may post notices or messages through the Ready Pay system to inform you of any changes to this Agreement. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The venue of any litigation between the parties shall be Pike County, Kentucky.