

# Lone Star National Bank

## Bill Payment Service Agreement

I (we) hereby authorize Lone Star National Bank (LSNB), to initiate debit entries to my (our) checking or savings account number(s) \_\_\_\_\_  
 \_\_\_\_\_ to make the following payments subject to the terms and conditions stated hereinafter:

(1)	%	(2)	%
(3)	%	(4)	%
(5)	%	(6)	%

**Indicate percentage of statement balance to be paid monthly (ex. 50% - 100%) Attach Exhibit "A" for additional list of bills**

**Service and Fees**

LSNB is authorized to pay the percentage of the statement balance of each bill(s) listed above. I agree to pay \$\_\_\_\_\_ charge per each bill payment. The amount of such fee may be deducted by LSNB from the account. LSNB may increase this charge at any time upon 30 days notice sent to the Customer's address of record as set forth below, or as the same may be modified from time to time upon written notice to LSNB.

LSNB shall have no duty or responsibility to make any inquires concerning the receipt or lack of receipt of a Bill or whether or not any amount or amounts stated in any bill are correct or for property owned by Customer. If Customer wishes to contest a charge, invoice or balance, Customer will directly contact the Creditor. LSNB will have no duty to make any type of inquires concerning the Bill for any reason. LSNB shall effect the payment at any time after receipt of any Bill and pay Bills in any order.

In the event LSNB determines in its sole discretion that a Bill should not be paid because of a lack or perceived lack of sufficient funds in the account to pay the Bill and LSNB's fee or because of any other reason, LSNB shall have no duty to locate or notify Customer of such nonpayment or intent not to pay such Bill. LSNB may in such event, leave the Bill unpaid and send it to the address of record for the Customer or hold the Bill until there are sufficient and available funds in the account to pay the Bill and LSNB's fees. LSNB may, in its own discretion, pay Bills, which cause the Account to overdraw, and, in such event, Customer shall be liable for such amounts. LSNB may discontinue its election to pay overdrafts at any time without notice to Customer and nothing contained herein shall be construed to provide to Customer a line of credit. LSNB may charge interest and assess service charges on any overdrawn amounts. Overdrafts will be handled in accordance with LSNB's Terms and Conditions of Deposit Accounts, which are hereby incorporated by reference to the extent they do not conflict with this agreement.

Customer acknowledges that nonpayment of a Bill by LSNB as authorized herein, may result in late, delinquency charges, interest or other charges by Creditor, and that LSNB may still exercise the options listed herein, for any subsequent Bill containing such charges.

**Limit of Bank's Liability; Indemnification**

Neither LSNB nor any of its directors, officers, employees, attorneys, representatives or agents shall be liable for any action taken or omitted to be taken by it or them including errors or judgement in good faith and believed by it or them to be within the discretion or power conferred upon it or them in connection with this Agreement. Customer hereby agrees to indemnify and hold harmless LSNB, its directors, officers, employees, representatives and agents from and against all claims, and losses, damages, penalties, actions, judgements, suits, costs, expenses (including attorney fees) arising out of or in connection with, or resulting from, any action taken or omitted to be taken under this Agreement including but not limited to its or their ordinary negligence, nonpayment of any Bill, payments in error or any other reason, except for its or their willful misconduct or gross negligence. This indemnification and limitation of liability shall survive termination of this Agreement.

**Termination**

- A. LSNB may terminate this Agreement at any time upon five (5) days notice by telephone or notice in writing five (5) days prior to the effective date of termination at the Customer's last address of record, or immediately upon termination of Customer's banking relations with LSNB.
- B. Customer may terminate this Agreement **only** by written notice, and termination will be effective **only** upon receipt of such written notice by LSNB. In the event of such termination, the above-mentioned paragraph, **Limit of Bank's Liability; Indemnification** shall survive with respect to any action or lack of action taken or not taken by LSNB or by Customer indebtedness incurred prior to the receipt of such notification.
- C. LSNB will in its sole discretion, but is not required as part of this agreement, keep copies of each invoice(s) reviewed for payment in an electronic format for a period of twelve (12) months.

**Customer Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Address of Record:** \_\_\_\_\_  
 \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Telephone No:** \_\_\_\_\_

**Accepted By: Lone Star National Bank**  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

<b>Mail Invoices/Statements (MOWE if foreign )</b>	Yes	No	<b>Customer Initials</b>
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