The purpose of this document is to deliver information about the payment system offered to you on behalf of your financial institution or other billing entity. These terms and conditions set forth a legally binding agreement governing your use of the payment system. By using the services, permitting any person to do so on your behalf, or using the service on someone else's behalf, you agree to these terms and conditions ("Terms"). If you do not agree to these Terms, you must discontinue your access to the site and not use the payment service. You agree to review the Terms regularly and your continued access will mean that you agree to any changes.

#### **Descriptions of Common Terms throughout this Document**

The individual that is using the services or products is referred to as you and your.

You or an individual which you allow access to use the service or your Source Account is considered to be an **Authorized User**.

A recurring payment made by you to be processed on the designated date, or a payment submitted in a scheduled pattern on the dates and in the amount designated by you, is a **Recurring Payment**.

The organization to which you instruct us to make a payment on your behalf is a **Billing Entity**.

The account you have directly with the Billing Entity is an **Account**.

Monday through Friday, excluding Federal Reserve holidays are **Business Days**.

A checking account, savings account or debit card account held at a United States financial institution or a credit card account from which Payments and fees (if applicable) will be debited is a **Source Account**. Credits can be moved back to the source account if appropriate.

Remittance initiated by you through the service is considered a **Payment**.

The current or future calendar day you elect your Source Account to be debited and for the financial institution or Billing Entity to receive the Payment is the **Payment Date**. If the calendar day you elect falls on a non-Business Day or after the daily cutoff time for the Payment service, the actual Payment date and the actual date your Source Account will be debited will be the following Business Day.

The information provided by you to make a Payment through the Payment service is the **Payment Instruction**.

The Source Account information you may save to make future Payments is called **Stored Pay Accounts**.

A Payment that has been scheduled to process on a future date is a **Scheduled Payment**.

## Suitability

The products and services are offered to individuals who can form legally binding contracts under applicable law and with respect to Payments made using checking, savings or debit cards and use bank accounts held at U.S. depository institutions. The service is not offered to minors. By using the Payment products or services, you represent that you meet the requirements and that you agree to be bound by these Terms. You agree to indemnify and hold us harmless for all costs and fees, including interchange fees and merchant fees, arising out of your violation of this section.

## **Privacy Policy**

We reserve the right to place various *cookies* or similar files on your computer to record preferences you have entered and for security or user authentication purposes.

We are committed to protecting your privacy on our secure website, but you are encouraged to exercise caution – especially when disclosing personal information in public areas on the Internet. These areas include chat areas,

general emails and message boards. We strongly suggest you keep all account information and passwords to yourself.

Additional information regarding collection and use of your personally identifiable information is set forth in our privacy policy.

### Overpayment

You agree that you shall not intentionally schedule a Payment in excess of the greater of the amount due or the total balance owed on your account. You acknowledge that we may refuse to process any overpayment or we may adjust the Payment amount down to the amount due at time of Payment processing as to avoid overpayments.

#### **Returned Transactions**

In using the Payment service, you understand that Payments may be returned for various reasons, such as, but not limited to, the Billing Entity account number is not valid; we are unable to locate your Billing Entity account; or your Billing Entity account is paid in full. If a payment is returned due to Non-Sufficient Funds "NSF" in your checking or savings account you agree to pay a \$30.00 NSF fee. Payments that are returned to us as NSF may be retried two (2) times.

#### **Cancelled Transactions**

You may be permitted to cancel or edit a Payment until such time as the processing of the Payment Instruction starts. There is no charge for canceling or editing a Payment prior to the processing of the Payment Instruction.

## **Stored Pay Accounts**

The Stored Pay Accounts feature allows you to save your Source Account for use in making future Payments. If you elect to use a Stored Pay Account, the following applies:

You authorize the addition of Source Accounts to your profile when you add each account.

It is your responsibility and you agree to ensure that the information maintained in your profile, including Source Account information, is accurate. If your Source Account number changes or your credit or debit card expiration date changes, you agree to make updates to your Source Account. You also authorize us to acquire such new or additional information regarding your accounts from our financial services partners and authorize the update of your Source Account information accordingly. All changes made by you or acquired by us will be effective for future Payments paid using the Source Account.

## **Recurring Payments and Scheduled Payments**

You may have the option of selecting Recurring Payments through our auto-pay feature. If you choose to set up Recurring Payments, or if you initiate a Scheduled Payment, an email confirmation will be sent to you confirming that your Payment Instruction has been received and accepted by our services. Please note the following:

For Recurring Payments and Scheduled Payments, we will debit the amount designated by you on the date or future dates you selected.

If Recurring Payments are scheduled, you may receive email confirmations of Payments charged to or debited from your Source Account. It is your responsibility to update your email address in your profile with your current email address. We will not be responsible for email confirmations that are not received as a result of delivery failures (spam blockers or incorrect email address).

It is your responsibility to ensure that all Source Account information is accurate, valid and up-to-date in order to ensure proper authorization of your Payment. We will not be responsible for any Payment processing errors or fees incurred if you fail to provide accurate Source Account information.

You may terminate your participation in Recurring Payments online. It may take up to five (5) business days to process termination requests.

#### Communication

By providing a telephone number (including a mobile telephone number) and/or email address, you consent to receiving calls and/or text messages at the provided number and/or emails from us for business purposes, including identity verification. You authorize us to send or provide via electronic communication any notice, communication, amendment or replacement to the agreement, Payment receipt, or disclosure required to be provided orally or in writing to you. You agree to receive any electronic communication provided to you and will not attempt to avoid receiving any such communication. You are deemed to have received any electronic communication provided to you when they are made available to you. By providing us with a telephone number (including a mobile telephone number), you consent to receiving autodialed and prerecorded message calls at that number for service-related purposes. For example, we may contact you in connection with authenticating or processing a transaction that you have requested through the Payment service. You agree that we may provide notices to you by sending them to you through an inproduct message within the Payment service, emailing them to an email address that you have provided, sending them via text message to any mobile number provided, or by mailing them to any postal address that you have provided. For example, users of the Payment service may receive certain notices as text messages on their mobile device. All notices by any of these methods shall be deemed received by you no later than twenty-four hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than five Business Days after it is mailed. It is your sole responsibility to ensure that your contact information is accurate in the Payment service.

Data and messaging charges from your telecommunications provider may apply and you are responsible for the charges. In the event your enrolled mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of the lost or stolen device.

#### **Authorization**

You agree that the information you provide to facilitate a Payment, including your Source Account information, may go through a verification process. You further agree that we may obtain financial information regarding your Source Account from your financial institution. We may obtain information to resolve Payment posting problems, set transaction limits, or for verification purposes or additional information if required.

## **Securing Credentials**

You agree not to give or make available your access or access credentials to the Payment product or service to any unauthorized individuals. You are responsible for all Payments you authorize using the Payment service or that are made using your access credentials. If you permit Authorized Users or other persons to use the Payment service, you are responsible for any transactions they authorize.

If you believe that your access or access credentials to the Payment service has been lost, stolen or otherwise compromised without your permission, you must notify the Billing Entity. If you believe there have been any

unauthorized transactions related to your Source Account you should notify the financial institution associated with the Source Account immediately.

# **Disputes**

If you dispute a Payment made from a Source Account, you acknowledge that the dispute must be addressed with your issuing debit or credit card provider or financial institution including fraud and chargebacks. We are not responsible for disputes or any research or resolution of such Payment disputes.

**Public Record Statement** 

SECURITY PRECAUTION WARNING

UNFORTUNATELY, NO DATA TRANSMISSION OVER THE INTERNET CAN BE GUARANTEED TO BE 100 PERCENT SECURE. AS A RESULT, ALTHOUGH EVERY EFFORT IS MADE TO PROTECT YOUR PERSONAL INFORMATION, ER CANNOT ENSURE OR WARRANT THE SECURITY OF ANY INFORMATION YOU TRANSMIT TO USE OR FROM OUR ONLIE SERVICES, AND YOU DO SO AT YOUR OWN RISK.