

These Payment Terms and Conditions (“Terms”) govern your use of the Internet Bill Presentment and Payment Service (the “Service”). As used in these Terms, the words “we,” “us,” and “our” refer to the Biller you are paying. The words “you” and “your” refer to you as the business or consumer using the Service and accepting these Terms. The words “you” and “your” also include any user you authorize to use the Service on your behalf.

1. Erroneous Instructions. If we receive a payment instruction authorized by you and the instruction is erroneous in any way, we shall have no obligation or liability for the error.

2. Transaction Limitations. Please be aware that certain types of bank accounts have limits on the numbers of transfers or withdrawals that may be made per month. Your bank may refuse transfers which would exceed such limits, so we recommend you check with your bank to determine what limitations are imposed on withdrawals from any account. If we are not able to debit the amount required to cover an authorized payment and any fees from your bank account, the payment you have authorized may not be made, and we will not be held liable if the payment is not made. We have no obligation to try to debit an account for a specific payment more than once.

3. Authorized Users. If you allow other users to access this Service, you are authorizing payments they initiate through the Service. Any signer on your bank accounts is authorized to make payments, even if your account otherwise requires two or more signatures for withdrawals. You agree that you are an authorized signer or owner of any account you instruct us to debit or charge.

4. ACH Authorization. When you initiate a payment through the Service, you authorize the Biller to (a) debit the bank account you designate through the Automated Clearing House or (b) charge the credit card account you designate. If your payment is made by debit to a bank account, you agree that you and your payment will be subject to the rules of the National Automated Clearing House Association

5. You agree to regularly and promptly review and verify all transactions either through this Service or through the monthly statements received from your bank or credit card issuer holding your account(s). Also, if your bank or credit card statement shows transactions by us that you did not authorize, contact your bank or card issuer promptly.

6. Our Liability. If we do not complete a payment which you have authorized in a timely manner, in accordance with these Terms, we will be liable only for your direct losses or damages. However, there are some exceptions. We will NOT be liable, for example, when:

a. Through no fault of ours, your account does not contain sufficient available funds for us to debit the account in the amount of the payment due, or your account does not have sufficient available credit for us to charge the amount of the payment due:

b. Circumstances beyond our control (such as fire, flood, or interruption of Internet access) prevent or impede the transaction, despite reasonable precautions we have taken.

c. The funds in your account are subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting transfers at the time we attempt to debit your account for an authorized payment(s).

d. The information you have supplied to us is incorrect, incomplete or not timely

7. Disclaimer. We do not warrant that the Service will be uninterrupted or error free. There are times that the Service may be unavailable due to scheduled or unscheduled maintenance. We will have no liability for (i) any failure or malfunction of the equipment or software you use to access the Service, or (ii) any actions or omissions of any person or entity providing you with an Internet browser or Internet access.