

BILL PAYMENT AND RELATED SERVICES TERMS AND CONDITIONS

These Terms and Conditions describe the Services you have selected and set forth provisions governing your use of the Services. By signing the Master Agreement (defined below) or using one or more Services, you agree to be legally bound by these Terms and Conditions.

ARTICLE 1 – BACKGROUND

- 1.1 Introduction. These Terms and Conditions for Bill Payment and Related Services (hereinafter the "Terms and Condition") are a contract between you and Fulton Bank, N.A. (hereinafter "we," "our" or "us") that governs your use of the Bill Presentment and Payment Services, Payment Consolidator Services, Bill Payment Exchange Services and other Services as described herein, as applicable (each, a "Service") offered through our Site. This Agreement applies to your use of the Services and the portion of the Site through which the Services is offered.

These Terms and Conditions supplement the Cash Management Services Master Agreement (the "Master Agreement") to which you also are agreeing or to which you previously agreed. Additional Services under these Terms and Conditions may be made available to you if you have agreed to the Merchant Agreement, and/or the ACH Origination Service Terms and Conditions (the "ACH Terms and Conditions"). All Services offered under these Terms and Conditions are subject not only to these Terms and Conditions, but also the Master Agreement and, if applicable, the Merchant Agreement and the ACH Terms and Conditions.

If terms in these Terms and Conditions conflict with terms in the Master Agreement, Merchant Agreement or the ACH Terms and Conditions, then the terms in these Terms and Condition will control and take precedence, unless these Terms and Conditions specifically states otherwise. If the Master Agreement, Merchant Agreement or the ACH Terms and Conditions have terms that are not addressed in these Terms and Conditions, those terms, as applicable, will control and take precedence, unless these Terms and Conditions specifically state otherwise.

ARTICLE 2 – DEFINITIONS

- 2.1 "Affiliates" are companies related by common ownership or control.
- 2.2 "Agent" means any employee, officer, director, representative, consultant or agent of yours.
- 2.3 "Biller" means you when you send bills to your Customers using these Services or otherwise use these Services to obtain payment from your Customers.
- 2.4 "Bill Presentment and Payment Services" means certain Services that enable you to, among other things, offer certain bill payment services to your Customers.
- 2.5 "Business Administrator" means each Agent of yours indicated on the Setup Form that is authorized to administer and oversee your use of the Services under these Terms and Conditions.
- 2.6 "Business Day" means a calendar day on which we are open the public for carrying on substantially all of our banking functions, other than Saturdays, Sundays or holidays.

- 2.7 "Concentration Network" means the network of parties that concentrate certain electronic payments and forward the payment data to our Service provider to permit aggregated payment disbursement.
- 2.8 "Customer" means a customer of yours.
- 2.9 "Payments" mean certain payment check, card and/or electronic fund transfer payments initiated using the Services.
- 2.10 "Payment Consolidator Services" means certain payment consolidation Services that, among other things, track remittance and Payment records originated through the Services.
- 2.11 "Payment Instruction" means the information provided for a Payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- 2.12 "Scheduled Payment" means a payment that has been scheduled through the Services but that has not begun processing.
- 2.13 "Scheduled Payment Date" means the date on which a Payment is scheduled to be initiated.
- 2.14 "Service Provider" means a company that we have engaged (and their Affiliates) to render some or all of the Services to you on our behalf.
- 2.15 "Site" means the website through which the Services are provided.
- 2.16 "Setup Form" means the applicable registration form , as may be modified from time to time, you previously completed.
- 2.17 "Site User" means any person or persons who is an Agent transmitting or causing to be transmitted to the Site a valid user ID and a corresponding valid password.
- 2.18 "You" and "your" refer to the proprietorship, corporation or other business named in the Setup Form. If more than one person and/or company is named, the words "you" and "your" refer to each such person and/or company.
- 2.19 Capitalized terms not otherwise defined herein, if any, have the meaning set forth in the Master Agreement.

ARTICLE 3. GENERAL TERMS AND CONDITIONS

- 3.1 The Services Generally. We are offering you the Services through one or more Service Providers that we have engaged to render some or all of the Services to you on our behalf. You agree that we have the right under these Terms and Conditions to delegate to Service Providers all of the rights and performance obligations that we have under these Terms and Conditions, and that the Service Providers will be third party beneficiaries of these Terms and Conditions and will be entitled to all the rights and protections that these Terms and Conditions provide to us.
- 3.2 Our Relationship With You. We are an independent contractor for all purposes as to the provision of the Services, except that we act as your agent to initiate certain Payments elected through the Services and in making the Services available through Service Providers. We do not have control of, or liability for, any products or services that are paid using the Services, and it is your responsibility to ensure that all Payments are duly authorized. We also do not guarantee the identity of any Site User or other user of the Services.
- 3.3 Setup Form(s). Setup Form(s) identify the individual(s) authorized to act as Business Administrators(s) with respect to the Services. You may modify authorized Business Administrators by delivering new or modified Setup Form(s) to us.
- 3.4 Hardware, Software and Internet Connection. You must access the Services through the Site. In order to transmit Payment data and instructions, act as a Biller or otherwise use the Services on the Site, you must have a personal computer or similar device capable of establishing a connection to the Internet, an Internet connection and software compatible with the Services. You are responsible for paying all related costs, expenses and fees.
- 3.5 Site User Identification and Passwords; Security Procedures. The Site is accessed using valid identification and passwords along with any additional security procedures we deem necessary. Valid identification and passwords generally will be established by your Business Administrator(s) who may make further modifications and changes on the Site. Additional information about identification, passwords and security procedures can be found in the Master Agreement. You understand that security credentials and procedures and your use of the Site are subject to the conditions and limitations set forth in Article III of the Master Agreement and, as applicable, the Merchant Agreement and the ACH Terms and Conditions.
- 3.6 Authorization of Transactions; Liability for Unauthorized Transactions. You understand that when any Business Administrator or Site User validly accesses the Site, any instructions to initiate Payments, act as a Biller and/or complete transactions which are transmitted to us within a Business Administrator or Site User's allowable activity and limits and subject to the activity restrictions and limits, if any, set forth in the Setup Form(s) then in effect, constitute your authorization to us to process the Payment and to complete the transaction in accordance with such instructions. Additional information about authorization of transactions can be found in the Mater Agreement. You further understand and agree that any applicable limitations with respect to unauthorized transactions set forth in the Master Agreement and, as applicable, the Merchant Agreement and the ACH Terms and Conditions, apply to the Services.
- 3.7 Fees for Services. You agree to pay the charges and transaction fees associated with the Services and the Site as set forth in proposal included with your acceptance of these Terms and Conditions and as they may be updated from time to time in the most recently published Commercial Fee Schedule or otherwise provided to you. Any fees you incur in using the Services or the Site (i) may be withdrawn

from your Primary Account or from another account in which you have an interest as set forth in the Master Agreement; or (ii) are otherwise payable as set forth in the Master Agreement.

- 3.8 Availability of the Site and Services. You understand and agree that, although we will endeavor to make the Site and Services available to you at all times, the Site or Services may be unavailable, and you will be unable to access the Site, from time to time due to the performance of maintenance functions, servicing, upgrading and testing the software, equipment and telecommunications devices we use in connection with the operation of the Site or Services, malfunctions or failures of software, equipment or telecommunications devices, unusual transaction volume on the Site or Services or similar reasons. We will endeavor to minimize the periods of time during which the Site and the Services are unavailable. You agree that we are not responsible for any losses, damages, costs or expenses which you or your Customers may directly or indirectly suffer or incur as a result of the unavailability of the Site or the Services, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control. We also are not responsible for any losses, damages, costs or expenses which you or your Customers may suffer or incur as a result of an inability to access the Site or Services caused directly or indirectly, in whole or in part, by any computer or similar device used to attempt such access, browser software or any other software installed on such computer or similar device, the inability to establish a connection to the Internet, or capacity or other limitations or constraints of the Internet.
- 3.9 Transaction Confirmations. You understand that for various reasons instructions related to Services you and/or your Customers provide may not always be received or immediately acted upon by us. When you or your Customers submit instructions related to the Services to us, you will be able to monitor the status of these instructions through use of the Site. After we successfully receive transaction information submitted by you and/or your Customers through the Site, a report we make available to you through the Site will reflect the payment and show its status. You are responsible for confirming that we received transactions, monitoring the status of transactions and following up with us in the event that transactions are not promptly shown as having been received or processed within anticipated time frames. If you and/or your Customer attempt to initiate a transaction that is not processed within anticipated time frames, you should contact us to ascertain the status of the transaction. If after contacting us you confirm that a transaction was not accepted by us for processing and you still wish to have us process the transaction, you and/or your Customer will need to resubmit the transaction using the Site or submit the transaction by other means.
- 3.10 Canceling Certain Scheduled Transactions. We have no obligation to cancel any transaction initiated through the use of the Site unless we have actual knowledge of your request to cancel the transaction within a sufficient period of time prior to the time we begin to act upon or process the transaction.
- 3.11 Setup Form(s). You will have access to only those features of the Site specified in the Setup Form(s) you submit and we accept, and any Payments or transactions using the Site, will be subject to the activity restrictions and limits, if any, set forth in such Setup Form(s) and/or in the ACH Terms and Conditions and Merchant Agreement. In addition, each Site User's access to the Site is subject to the allowable activity and limits, if any, established for that Site User by the Business Administrator(s). A Business Administrator's access to the Site is subject only to the activity restrictions and limits, if any, set forth on the Setup Form(s). Through the use of the Site, you may be able to retrieve or download files containing payment history or other information in one or more formats. You agree that, in the event you retrieve or download any such information, you are accepting such information on an "as is" basis, and you understand that we make no representation or warranty concerning such information. You agree that we have no responsibility for the compatibility or proper performance of such information on any PC, network or other electric or digital device or system which may have the capacity to access or process such information.

- 3.12 How to Contact Us in the Event of Unauthorized Transactions. If you believe your Site access information has been lost or stolen, or that any Payments or transactions submitted through the Site were not authorized by you and/or your Customer, you must contact us immediately by calling 1.866.943.8739. You must also write us at Fulton Financial Corporation, Cash Management Division, One Penn Square, PO Box 4887 Lancaster PA 17604-4887.
- 3.13 Multiple Persons or Companies. In the event we are providing the Site to more than one person, entity or company under these Terms and Conditions, the following provisions apply:
- (a) Joint and Several Liability. In the event that any amounts remain owing to us, each of you is jointly and severally liable for such amounts, regardless of which of you may have initiated the Services, any related transaction or incurred the fees and other liabilities under these Terms and Conditions.
 - (b) Changes to Setup Form(s). Any of you may request changes to the Setup Form(s), whether or not all of you are in agreement with such changes, and we may accept such changes without requesting or obtaining approval from all of you.
 - (c) Change to Terms and Conditions. You agree that any notice of a change in terms of these Terms and Conditions provided to any of you in the manner set forth below in the Master Agreement will be effective with respect to all of you to the same extent as if such notice had been provided to each of you.
- 3.14 Assumption of Risks of Use. You acknowledge and agree that all provisions of the Master Agreement, these Terms and Conditions and, as applicable the Merchant Agreement and the ACH Terms and Conditions, including, without limitation, limitations on our liability and your agreement to indemnify us for losses, apply equally to these Terms and Conditions and your use of the Site and the Services by you, your Agents or any related transactions initiated through the Site or with the Services on behalf of your Customers. You therefore assume any and all risks that may arise out of your use of the Site and the Services by you, your Agents or any related transactions initiated through the Site or with the Services on behalf of your Customers, including the risks described in the Master Agreement, these Terms and Conditions and, as applicable the Merchant Agreement and the ACH Terms and Conditions.
- 3.15 Acceptable Use. You agree that you are independently responsible for complying with the Master Agreement, these Terms and Conditions and, as applicable the Merchant Agreement and the ACH Terms and Conditions, and all applicable laws and network rules (e.g., the Nacha Operating Rules, the Mastercard Rules) in all of your activities related to your use of the Site or Services, including any transactions initiated on behalf of your Customers, regardless of the purpose of the use. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Services for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to

monitor or copy the Services or the portion of the Site through which the Services are offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Services, or interfere or attempt to interfere, with the Site or the Services; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described herein above of any violations of these Terms and Conditions.

- 3.16 Terminating Access. You understand that we may, in our sole discretion and at any time, (1) refuse to provide you access to the Site or the Services, (2) terminate your access to the Site or the Services, or (3) refuse to process one or more Payments submitted through the Site or the Services.
- 3.17 Customer Authorizations. Federal and state law and applicable network rules impose authorization and disclosure requirements on most types of electronic Payments (the "Authorization Requirements"). For Payments you initiate on behalf of your Customers through the Site or using the Services, we have included on the Site language that you may use for Authorization Requirements for the types of Payment transactions that you have indicated in writing you will when using the Site or through the Services (e.g., one-time, non-recurring payment card transactions). However, you are responsible for any Authorization Requirements related to payments authorized by your Customers telephonically, and you must obtain any related authorization from your Customers in the manner required by applicable law and network rules. You may only use the Site to process Payment transactions of the type you have indicated in writing to us. In the event that you process Payment transactions that differ in type from these or that differ from the Authorization Requirements we have provided for the applicable type of Payment(s), we shall have no liability to you for violations of any applicable Authorization Requirements.
- 3.18 Timing of the Services. We will generally begin providing any Services you have elected pursuant to these Terms and Conditions as set forth in the applicable business requirements documentation. On occasion, you may request in writing individualized Services that deviate from the general Services we provided under these Terms and Conditions or as otherwise set forth in your applicable business requirements documentation. If we accept such requests, you acknowledge that these requests may impact our processing time and may impact applicable fees.
- 3.19 Representations and Warranties. You reaffirm each and every representation and warranty set forth in the Master Agreement and, as applicable, the Merchant Agreement and the ACH Terms and Conditions.
- 3.20 Affirmative Covenants. You reaffirm each and every covenant set forth in the Master Agreement and, as applicable, the Merchant Agreement and the ACH Terms and Conditions.
- 3.21 Additional Affirmative Duties. In addition to any other duties, obligations or responsibilities you owe us under these Terms and Conditions or otherwise, you also further agree to the following duties, obligations and responsibilities with respect to your use of the Services:
- (a) You are solely responsible for your security procedures when accessing the Site, including any actions of your Business Administrator(s) and Site User(s) and the safety of their IDs and passwords. You must notify us of any required corrections.
 - (b) If you intend to process Payments using the ACH network using the Services, you must agree to the ACH Terms and Conditions. To the extent applicable, you will comply with the Nacha Rules and bear the full financial liability and cost of processing any ACH transactions.

- (c) You will provide us accurate information and assistance as necessary in implementing the Site or onboarding the Services for your use.
- (d) You are solely responsible for (i) ensuring each of your Customers identities as required by applicable law or network rules, (ii) contracting with and managing the relationship with such Customers, (iii) the use of the Services by your Customers, and (iv) obtaining appropriate authorization from your Customers for any Payments initiated using the Services or for any applicable use of the Services by you or your Customers as it applies to such Customers.
- (e) You will comply with all laws, regulations and network rules (e.g., the Nacha Rules) applicable to your use of the Services, that pertains to any data you submit through the Services or that otherwise apply to you or your Customers when you use the Services.
- (f) You are solely responsible for the accuracy of any data, instructions, representations, Payment Instructions or other information you submit in connection with these Terms and Conditions or your use of the Services, and you agree that any such information is true and accurate. You must notify us of any required corrections.
- (g) You are solely responsible for responding to any inquiries regarding Payments or the Services from your Customers.

3.22 *Limitation of Liability; Indemnification; Reasonable Care.* For the avoidance of doubt, in addition to any further limitations on our liability that are provided in these Terms and conditions or any other agreement between you and us, our liability shall be limited as set forth in the Master Agreement and, as applicable, the Merchant Agreement and/or ACH Terms and Conditions and all disclaimers set forth therein shall apply to the Services. For the avoidance of doubt, in addition to any express indemnification obligations contained in these Terms and Conditions, you will also indemnify and hold us harmless to the extent provided in the Master Agreement and, as applicable, the Merchant Agreement and/or ACH Terms and Conditions as to your use of these Services. You and your Agents and Site Users will exercise reasonable care in observing security procedures, examining statements, records, and periodic reports, initiating Customer Payment Instructions and otherwise using the Services or accessing the Site. You are responsible for ensuring the accuracy of any information provided to us or any statements generated using the Bill Consolidator Service or any other Services we provide to you. We have no duty to verify the accuracy of any such information or statements, and you agree that we are not responsible for any losses, damages, costs or expenses which you or your Customers may directly or indirectly suffer or incur as a result of any such information or reports that contain erroneous information.

3.23 *Restricted Use.* You shall not, and shall not permit any Agent or third parties to, in any manner: modify, alter, amend, fix, translate, enhance or otherwise create derivative works of the Site; reverse engineer, disassemble, decompile, decode or adapt the Site; remove, delete or alter any trademarks, copyright notices or other intellectual property rights notices from the Site; copy the Site, in whole or in part; or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Site available to any third party for any reason.

3.24 *Payment Site Customization.* To the extent that you customize the Site to include logos or other artwork, you represent and warrant that you have the right to display such logos or other artwork.

3.25 *Third-Party Services.* We may, but under no obligation to, allow the Service to interface with one or more third-party applications such as PayPal or QuickBooks ("Third-Party Applications"). You

understand that we, nor any of our Agents or Service Providers, have control or oversight with respect to such Third-Party Applications, and, by accessing the Service through any such Third-Party Application interface, you agree that we are not responsible for any losses, damages, costs or expenses which you or your Customers may directly or indirectly suffer or incur as a result of using a Third-Party Application.

- 3.26 Digital Wallets. From time to time, you may be able to access or use one or more of the Services through a digital wallet, such as Apple Pay®, Samsung Pay®, Google Pay®, or Amazon One® or any other electronic payment system into which you are able to enroll on any mobile phone, tablet, watch or other device that supports an electronic payment system, or any other biometric payment system (a "Digital Wallet"). We are not responsible for any Digital Wallet you use. We are not the provider of the Digital Wallet and we are not responsible for providing the Digital Wallet service to you. We are only responsible for supplying information to the Digital Wallet provider to allow usage of the Services in the Digital Wallet. We are not responsible for any failure of the Digital Wallet or the inability to use the Digital Wallet for any transaction. We are not responsible for the performance or nonperformance of the Digital Wallet provider or for any third parties regarding any agreement you enter into with the Digital Wallet provider or associated third party relationships that may impact your use of the Digital Wallet.
- 3.27 Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in these Terms and Conditions or have otherwise breached your obligations under these Terms and Conditions, we may terminate, suspend or limit your access to or use of the Site or the Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate these Terms and Conditions, access to the Site and/or use of the Services for any reason or no reason and at any time. The remedies contained in this Section 3.27 of these Terms and Conditions are cumulative and are in addition to the other rights and remedies available to us under these Terms and Conditions, the Master Agreement, the Merchant Agreement, the ACH Terms and Conditions, by law or otherwise.
- 3.28 Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive using the Services, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
- 3.29 Intellectual Property. All marks and logos related to the Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of us or our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Services or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Services, the portion of the Site through which the Services are offered, the technology related to the Site and Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Services shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works

from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

- 3.30 Transactis, Inc. Master Agreement. You understand that we are offering these Services pursuant to the Master Agreement between Transactis, Inc. and us. Accordingly, our provision of the Services to you will remain subject to the Transactis Master Agreement notwithstanding anything to the contrary in these Terms and Conditions.

ARTICLE 4 – BILL PAYMENT SERVICE ADDITIONAL TERMS

- 4.1 Applicability. These Bill Payment Service Additional Terms also apply if you use our Bill Presentment and Payment Services.
- 4.2 Payment Scheduling. The Site will indicate the earliest possible Scheduled Payment Date that you may designate for any applicable Payment. Therefore, the Service will not permit selection of a Scheduled Payment Date before that date. If a due date falls on a non-Business Day, you may be unable to select a Scheduled Payment Date until at least one (1) Business Day before or after the actual due date, depending on the method of Payment.
- 4.3 Timing of the Service. Due to circumstances beyond the control of the Service, such as your error in providing Customer Payment Instructions or your or a third-party financial institutions delay in handling and posting payments, some transactions may take longer to be credited to an account, and we will have no liability for such delays.
- 4.4 Payment Authorization and Payment Remittance. To process Payments using the Site, you must obtain express authorization from your Customers with accurate Payment Instructions and submit such Payment Instructions through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats as necessary:
- (a) You understand and agree that when the Service receives a Payment Instruction, it authorizes the Service to debit the applicable bank account, credit card account or debit card account and remit funds so that those funds arrive as close as reasonably possible to the Scheduled Payment Date designated.
 - (b) The Service will attempt to make all Payments properly. However, the Service shall specifically incur no liability if the Service is unable to complete any Payments initiated through no fault of our own, which shall specifically include, but is not limited to, any one or more of the following circumstances:
 - (i) If, through no fault of the Service, an applicable account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of the overdraft account;
 - (ii) The payment processing center is not working properly and notice has been provided by the Service about the malfunction before execution of the transaction;
 - (iii) The Service has not been provided with the correct account information, or the correct name, address, phone number, or account information for the Biller; and/or,

(iv) Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

(v) You fail to provide proper authorization or Payment Instructions.

4.5 Payment Cancellation Requests. Any Scheduled Payment can be cancelled or modified by you or a Customer so long as you or the Customer provide us a reasonable opportunity to act on your request (e.g., no later than the cutoff time indicated on the Site). To do so, follow the directions within the portion of the Site through which the Service is offered. It ultimately your responsibility to ensure that we receive any Payment cancellation and/or modification requests in a timely manner, whether initiated by you or your Customers or whether made through the Site or otherwise. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited even if it has not yet been initiated.

4.6 Bill Delivery and Presentment. The Service includes a feature that electronically presents electronic bills to your Customers on your behalf as a Biller. Electronic bills are provided as a convenience only, and it remains your sole responsibility to ensure that all statements are accurate, correct and received in a timely fashion. The following applies to the Service's Bill Delivery and Presentment Services:

(a) Presentation of Electronic Bills. Electronic bills will be delivered only if you designate your Customer for electronic billing Services and you have arranged with us through the Service to deliver electronic bills. If you designate a Customer for electronic billing, the Service will then present electronic bills from you, as Biller, to your Customers. It is your responsibility to obtain any affirmative election from a Customer for electronic bills required by applicable law or otherwise and to respond to a Customer's request to decline further electronic bills as applicable. You are responsible for presenting your Customer with any applicable terms that may be required. We are not a party to any agreement between you and your Customers with respect to any billing services you provide to those Customers as a Biller.

(b) Paper Copies of Electronic Bills. Whether presentment of electronic bills from you as Biller to any given Customer allows you to stop sending paper or other statements to that Customer is a determination made at the sole discretion of the Biller. We have no responsibility for such a determination.

(c) Sharing Information with Billers. You understand that when you use the Bill Payment Services, we may receive identifying personal information about your Customers (such as name, address, telephone number, account numbers, etc.) through the Services. By using the Bill Payment Services, you represent and warranty that you have delivered any required disclosures to, or obtained any necessary authorizations from, such Customers for the sharing of such information.

(d) Information Held by the Biller. We are unable to update or change personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by you as the Biller. You must make any such changes as requested by the Customer. Additionally, it is your responsibility to maintain all usernames and passwords used with the Site.

(e) Authorization to Obtain Bill Data. Use of the Service constitutes authorization for us to obtain bill data from you, including certain user name and password information.

- (f) Notification. We will attempt to present all electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for an applicable account. It is your sole responsibility to ensure that this information is accurate. It is your responsibility as Biller to periodically logon to the Service and check on the delivery of new electronic bills, and we have no responsibility for ensuring timely payment of bills.
 - (g) Non-Delivery of Electronic Bill(s). You agree to hold us harmless for any failure to deliver any electronic bills. You and/or any applicable Customer are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
 - (h) Accuracy and Dispute of Electronic Bill. We are not responsible for the accuracy of electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of an electronic bill summary or detail must be directly addressed and resolved with the Biller.
 - (i) These Terms and Conditions do not alter your liability or obligations that currently exist between you and your Customers.
- 4.7 Disclosure of Account Information to Third Parties. It is our general policy to treat account information as confidential. However, we will disclose information to third parties about accounts or the transactions in the following situations:
- (a) Where it is necessary for completing transactions;
 - (b) Where it is necessary for activating additional Services;
 - (c) In order to verify the existence and condition of an account to a third party;
 - (d) In order to comply with a governmental agency or court orders; or,
 - (e) If we receive written permission.
- 4.8 Biller Limitation. The Service reserves the right to refuse to initiate transaction related to any Biller. As required by applicable law, the Service will provide prompt notification if it decides to refuse a transaction.
- 4.9 Information Authorization. You understand and agree that the Service reserves the right to obtain financial information regarding accounts or the related financial institution (for example, to resolve payment posting problems or for verification).

ARTICLE 5 – PAYMENT CONSOLIDATOR SERVICE ADDITIONAL TERMS

- 5.1 Applicability. These Payment Consolidator Service Additional Terms also apply if you use our Payment Consolidator Service. By using the Bill Payment Consolidator Service, you understand that you will be registered into the Concentration Network and that certain Payments will be processed through the Concentration Network.
- 5.2 Accuracy. By using the Payment Consolidator Service, you assume the responsibility for the timely and accurate submission of input data, if applicable, regarding applicable Payments. You specifically agree that all information or input data you submit to the Service is true, accurate, bona fide, duly authorized, and legal as between you and your Customers.
- 5.3 Non-Postable Payments. Biller agrees that it shall correct any invalid (non-postable) remittance account number within the same Business Day as receipt of such payment data by us and the cut off time determined during the implementation process. In the event Biller does not correct invalid (non-postable) remittance account numbers they will be returned to the Concentration Network and the Biller's designated account will be debited for the total amount of the Payments. You agree to use commercially reasonable efforts to report any non-postable remittance account numbers with respect to any applicable Payments or otherwise cooperate with us in resolving any non-postable remittance account numbers with respect to any applicable Payments. You understand that, in the event a Payment is non-postable, the applicable funds related to such Payment will be debited from the account you designated.
- 5.4 Payment Reversals. Biller agrees that if it elects Payment reversals pursuant to the Services, any Payment reversed pursuant to that election will occur within 24 hours of receipt of a request. You further understand and agree that any reversed Payment will be debited removed from the account you designated.
- 5.5 Payment Inquiries. You must respond to all inquiries regarding Payments from your Customers. During the implementation phase of the Services, you will be asked to designate a point of contact to whom all inquiries will be directed to. You must also contract the Customer requesting a Payment if further information is needed to initiate the Payment. We are not liable for any fees or penalties incurred by your or a Customer due to a delay in the posting of a Payment.
- 5.6 Payment Corrections. You and your Agents are responsible for making corrections/changes to your Customers' Payment information as necessary or otherwise required by law or network rules.