Terms and Conditions

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. If you do not agree to these terms and conditions, you must discontinue your access to the site and not use the payment service. You agree to review the terms and conditions regularly and your continued access will mean that you agree to any changes.

Descriptions of Common Terms throughout this Document

SWBC, AP Accounts Services, LLC and its third-party service providers are referred to as **we, us** and **our** 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 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**.

A payment submitted in a scheduled pattern on the dates and in the amount designated by you is a **Recurring Payment**.

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 this agreement. 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.

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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.

Payment Authorization, Remittance and Fees

You attest to being an authorized user of the source account. You agree to follow account and card guidelines for all source accounts. You authorize us to follow your payment instructions. When we receive a payment instruction from you, you authorize us to debit or charge your source account for the amount of any payment plus any related fees in effect at the time you initiate the payment instruction and to remit funds on your behalf.

You acknowledge and agree that a fee may be charged to you to process transactions pursuant to this agreement. Any such fees will be disclosed to you prior to completing the payment instruction. You hereby agree to pay any applicable fees which may be charged. You also authorize us to credit your source account in the event that any payments are returned. In order to process payments more effectively, we may edit or alter payment data or data formats. We will use reasonable efforts to complete your payments properly. However, we are not liable if the service is unable to complete any payments initiated because of the existence of any of the following circumstances or other reasons identified in this agreement:

- Source account does not contain sufficient funds
- If our payment processing center is not working properly and you know or have been made aware of the malfunction before you execute the transaction
- If you have not provided us with the correct source account information
- If your debit or credit card is expired
- If circumstances beyond our control (such as, but not limited to, fire, flood, or other acts of God, third party systems or interference from an outside force) prevent the proper execution of the transaction
- If you failed to follow our instructions for the use of the service

Provided none of the exceptions are applicable, if we cause an incorrect amount of funds to be removed from your source account or cause funds from your source account to be directed in a manner that does not comply with your payment instructions, our sole responsibility to you shall be to return the improperly transferred funds to your source account or to direct any previously misdirected payments to the billing entity.

You are responsible for ensuring that there are sufficient funds available in your source account to cover any amount you authorize for payment. If you do not have sufficient funds in your source account, your payment may not be processed. Your payment may not be processed after a credit or debit card expires.

In the event your payment is not processed for any reason, including the failure to obtain an authorization from your card issuer or financial institution or you have not provided us with the correct information, your liability shall remain outstanding and unpaid and you will be subject to all applicable penalties, late fees and interest charges assessed thereon, of which all obligations remain your sole responsibility.

Any fees associated with your source account, including without limitation any assessed by your financial institution or credit card issuer, will continue to apply. You are also responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider in connection with your use of the payment service.

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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. You may be assessed fees by us or your financial institution as the result of any returns or insufficient funds related to your source account or charges refused by a card account.

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) banking days to process termination requests.

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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 in-product 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 debits related to your source account you should notify the financial institution associated with the source account immediately.

Modifications

This agreement, applicable fees and service charges may be amended. If changes occur we will post a revised terms and conditions document on the payment site or provide a revised version to you by other methods. You may be required to accept the revised agreement in order to continue using the payment service. Any use of the payment service after a notice of change will constitute your agreement to such changes and revised versions. The revised version will be effective at the time it is posted or otherwise provided to you. We may revise or update the service

applications, services or other material, which may render prior versions obsolete. We reserve the right to terminate this agreement as to all such prior versions of the applications, services or other material and limit access to only the most recent revisions and updates. You authorize us to send or provide by electronic communication any notice, communication, amendment or replacement to the agreement or disclosure required to be provided orally or in writing to you. Your use of the service may be terminated or suspended at any time for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under this agreement.

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.

Arbitration

For claims relating to this agreement, the parties must resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. The party originating arbitration will initiate such arbitration through the American Arbitration Association or an established alternative dispute resolution administrator mutually agreed upon by both parties. The parties agree that the following rules shall apply:

- The arbitration can occur by telephone, online or in writing
- The arbitration will not involve personal appearance unless mutually agreed by the parties
- Discovery shall not be permitted
- A recommendation decision should be submitted within ninety days
- An award in arbitration will be final and binding and may be submitted to any court of competent jurisdiction for confirmation

No class action, other representative action or private attorney general action or joinder or consolidation of any claim with a claim of another person shall be allowable in arbitration.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. To the extent that the terms of this agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. In the event of such replacement, all other terms of this agreement shall remain in full force and effect. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under this agreement, which instead shall be brought under the arbitration clause above.

Warranties Exclusions / Liability Limitations

We or our services providers will not be responsible or liable for the timeliness, deletion, delivery errors or failure to store any user communications or personalized settings. Nor are we responsible for any viruses which may affect your computer equipment or other property. Your access to the payment service or any third party’s inability or refusal to authorize a payment or any other acts or omissions of third parties may not be controlled by us and we cannot be held liable.

The site and service and related documentation are provided AS IS without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. We do not guarantee continuous, uninterrupted or secure access to any part of our site or service,

and operation of the site or service may be interfered with by numerous factors outside of our control. Some states do not allow the disclaimer of certain implied warranties, so the foregoing disclaimers may not apply to you.

We or our service providers (or either of our respective officers, directors, owners, employees or affiliates) will not be liable for any damages of any kind arising from the use of the site or the service otherwise relating to this agreement, including without limitation any direct, special, indirect, incidental, consequential, punitive, exemplary or tort damages or lost profits, regardless of whether such claim arises in tort, contract or otherwise.

Hold Harmless

You agree to indemnify and hold us harmless and our affiliates, suppliers, service providers, licensors and contractors and the officers, directors, owners, agents, employees and contractors of each of these, from and against any and all loss, damage, liability, claim, demand, fees, costs, and expenses, including attorney's fees, resulting from your breach of this agreement and/or your access to or use of the payment product and services.

Intellectual Property

All marks and logos related to the payment service are either trademarks or registered trademarks of the entity or its service providers or their respective affiliates or licensors. You may not copy, modify, translate, decompile, reverse engineer, reproduce, adapt or disassemble the payment service, both of which are the sole property of the entity's service provider or the entity's service provider's affiliates or their respective licensors. With the exception of your right to use the payment service in accordance with the terms hereof, which right may be revoked by us, you are not granted any rights of any kind in the site, service, marks, or logos, and we hereby reserve all such rights. The content accessed through the site is the property of the applicable content owner and may be protected by copyright or other law. Any downloading of material contained on the site or on any site linked to the site, may be a violation of federal trademark or copyright laws.

Assignment

Without prior consent, you may not assign any rights or obligations you have under this agreement to any other party. We reserve the right to assign this agreement or any right or obligation under this agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this agreement to affiliates, independent contractors or other third parties.

Waiver

We shall not be deemed to have waived any of our rights or remedies hereunder unless a waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of rights or remedies or any other rights or remedies. A waiver on any one occasion should not be interpreted as a bar or waiver of any rights or remedies on future occurrences.

Complaints

If processing errors are discovered or you have questions about your transactions, please contact your billing entity's customer service as soon as possible. If you have a complaint, please contact your billing entity's customer service.

Whole Agreement

You agree that this agreement is the whole and exclusive statement of the agreement between you and us and it supersedes any proposal or prior agreement, oral or written and any other communications between you and us relating to the subject matter of this agreement.