

PAYMENT SERVICES

1. OUR ROLE

Paytions is a bill payment service that allows you to pay your bills, including mortgage, using a major credit or debit card. We are not a bank and do not offer banking services. To make it work, we partner with card brands, banks, and other partners that help process payments. Among other payment methods, our Payment Services allow you to charge any US-issued and most non-US issued credit, debit, prepaid, or gift cards (“Cards”) bearing the trademarks of American Express Travel Related Services Company, Inc. (“American Express”), DFS Services, LLC (“Discover”), MasterCard International Inc. (“MasterCard”) and Visa Inc. (“Visa”) (collectively, the “Networks”). You are not required to accept any card brand as a condition of receiving the Payment Services. We may remove or add Cards that we accept at any time without prior notice.

2. YOUR AUTHORIZATION FOR SETTLEMENT OF PROCEEDS AND FOR PAYTIONS TO RECOVER FUNDS

In connection with the Payment Services, you authorize us to act as your agent for the purposes of holding, receiving, and disbursing funds on your behalf. Your authorization permits us to generate a paper draft or an electronic funds transfer to settle the proceeds of each Card transaction and transactions from other payment methods that you authorize, less any applicable Fees (as defined in Section 4) (“Proceeds”). Your authorizations will remain in full force and effect until the later of closure or termination of your Paytions Account, or the disbursement of all funds held on your behalf. Our receipt of transaction funds satisfies your obligations to make payment towards your bill issuer. We will remit to your bill issuer funds actually received by us from you, less amounts owed to us, subject to any Chargeback provisions (as defined in Section 18-21) or Reserve (as defined in Section 14) withheld or applied.

In addition, by using the Payment Services, you authorize us to recover funds from you in accordance with these Payment Terms, the General Terms and any other agreement you have with us (“Recovery Authorizations.”). Recovery Authorizations include your authorization of Paytions to debit, charge, setoff against and otherwise recover funds from any connected Paytions Account, any Balance (as defined in these Payment Terms), any Reserve (as defined in these Payment Terms), any payment instrument, linked bank, depository and other account registered in your Paytions Account.

Further, in the event that any attempt to recover funds from you should fail, Recovery Authorizations include your grant to Paytions of new, original authorizations to recover all or less than all of the amount you owe us and/or belong to us. Recovery Authorizations include all authorizations to take the above steps without prior notice to

you and irrespective of (i) whether we have made demand under these Payment Terms, the General Terms or any other agreement you have with us; and (ii) whether the obligation is contingent, matured or unmatured. Recovery Authorizations include all authorizations to take the above steps in complete compliance with the Network Rules (as defined in these Payment Terms) and the National Automated Clearing House Association -The Electronic Payments Association Operating Rules and Guidelines (“NACHA Rules”). You agree that your grant of Recovery Authorizations to us has the same legal effect as if you had signed a paper containing the same terms.

3. UNSUPPORTED PAYMENT TYPES

Except where prohibited by law, you may not use the Payment Services for the following activities: (1) any illegal activity or goods, (2) paraphernalia that may be used for illegal activity (3) buyers or membership clubs, including dues associated with such clubs, (4) credit counseling or credit repair agencies, (5) credit protection or identity theft protection services, (6) direct marketing or subscription offers or services, (7) infomercial sales, (8) internet/mail order/telephone order pharmacies or pharmacy referral services (where fulfillment of medication is performed with an internet or telephone consultation, absent a physical visit, including re-importation of pharmaceuticals from foreign countries), (9) unauthorized multi-level marketing businesses, (10) inbound or outbound telemarketers, (11) prepaid phone cards or phone services, (12) rebate based businesses, (13) up-sell merchants, (14) cash out of credit card proceeds, (15) betting, including lottery tickets, sports related gambling, casino gaming chips, off-track betting, and wagers at races, (16) manual or automated cash disbursements, (17) prepaid cards, checks, insurance or other financial merchandise or services, (18) sales of money-orders or foreign currency, (19) wire transfer money orders, (20) high-risk products and services, including telemarketing sales, (21) automated fuel dispensers, (22) adult entertainment oriented products or services (in any medium, including internet, telephone, or printed material), (23) sales of (i) firearms, firearm parts or hardware, and ammunition; or (ii) weapons and other devices designed to cause physical injury (24) internet/mail order/telephone order of age restricted products (e.g., tobacco), (25) occult materials and services, (26) hate or harmful products, (27) escort services, (28) bankruptcy attorneys or collection agencies engaged in the collection of debt, (29) if you are a local, state, or federal government entity, (30) collecting funds for political contributions (including but not limited to campaign-related donations or funds to support the operations of a political action committee, political party, or candidate), or (31) taking donations if you are a non-profit entity that regularly does business in California or holds property for charitable purposes in California. In addition, you may not use the Payment Services if you are connected in any way to any other business that conducts illegal activities, sells illegal goods, or facilitates the sale of illegal goods, for example, cannabis, even if you do not use the Payment Services in relation to that specific business.

Other payment methods that we offer may have additional restrictions. Please review the terms provided for each payment method for further details.

4. OUR FEES

You agree to pay the applicable fees to process your bill payment (“Fees”). All Fees are charged at the time we process a transaction and are deducted first from the transferred or collected funds and thereafter from the Balance (as defined in Section 15) in your Paytions Account. You also grant us Recovery Authorizations, which we may utilize to recover fees you owe us. Subject to the General Terms and these Payment Terms, we reserve the right to change the Fees upon reasonable advance notice. All Balances and all Fees, charges, and payments collected or paid through the Payment Services are denominated in US dollars.

5. PROCESSING ERRORS

We will attempt to fix processing errors we discover. If an error results in your receipt of fewer funds than you are entitled, we will credit you for the difference. You grant us Recovery Authorizations concerning processing errors. If an error results in your receipt of more funds than you are entitled, Paytions may recover the extra funds from you. We will only correct transactions that you process incorrectly if you notify us of such an error. Your failure to notify us of a processing error within thirty (30) days of when it first appears on your electronic transaction history will be deemed a waiver of any right to amounts owed to you.

6. OTHER PAYMENT METHODS

In addition to Card acceptance, Paytions may offer other payment methods to you. We may add or remove such payment methods at any time upon reasonable notice to you. Additional payment methods are subject to additional terms as follows:

- Pay With ACH - Pay with ACH is a Payment Service that allows you to accept ACH payments from your customers.

PAYMENT ACCOUNT SETUP

7. PAYTIONS ACCOUNT REGISTRATION FOR PAYMENT SERVICES

You understand that processing a bill payment through Paytions will result in an account creation on your behalf. As part of account opening, you confirm that you are either a legal resident of the United States, a United States citizen, or a business entity authorized to conduct business by the state(s) in which you operate and that you are an

authorized signatory for the business you represent. You must use your or your business' true and accurate name when opening a Paytions Account.

8. UNDERWRITING AND IDENTITY VERIFICATION

Paytions will review the information you submit while signing up for the Payment Services. You authorize Paytions to request identity verifying information about you, including a consumer report that contains your name and address. Paytions may periodically obtain additional reports to determine whether you continue to meet the requirements for a Paytions Account. You permit Paytions to share information about you and your application (including whether you are approved or declined), and your Paytions Account in accordance with the our privacy policy. Paytions or its processor and/or acquiring bank may conclude that you will not be permitted to use the Payment Services.

9. REQUESTS FOR ADDITIONAL INFORMATION AND INSPECTION

Paytions may request additional information from you at any time. For example, Paytions may ask you to present invoices from your bill issuers, suppliers, a government issued identification such as a passport or driver's license, a business license, or other information. Paytions may also ask for permission to inspect your business location. If you refuse any of these requests, your Paytions Account may be suspended or terminated.

USE OF YOUR PAYTIONS ACCOUNT FOR PAYMENT SERVICES

10. ACCESS TO PROCEEDS

We will settle Proceeds to your bill issuer approved by Paytions, subject to the bill payment schedule described in Section 11. If your bill issuer does not have an ACH-enabled bank account linked to your Paytions Account, we may send a physical check for Proceeds.

11. BILL PAYMENT SCHEDULE

We initiate payment of your bills according to the following schedule:

- Monday to Thursday – before 5PM ET.

- Friday – before 5PM ET the following Sunday.
- Weekends or other non-business days – before the next business day.

Once approved, Paytions will automatically initiate a bill payment of Proceeds to your bill issuer at the end of the business day before 5 p.m. ET, except on Friday (which such bill payment of Friday Proceeds are initiated the following Sunday before 5 p.m. ET). Paytions will initiate a bill payment of Proceeds received on non-business days before the next business day.

12. AVAILABILITY OF PROCEEDS

We may defer bill payment or restrict access to your Proceeds if we need to conduct an investigation or resolve any pending dispute related to your use of the Services, or in accordance with our Terms. We also may defer bill payment or restrict access to your Proceeds as necessary to comply with applicable law or court order, or if requested by any governmental entity.

13. PAYTIONS ACCOUNT HISTORY

When a payment is made from your Paytions Account, we will update your Paytions Account activity on the website and provide you a transaction confirmation. The confirmation will serve as your receipt. Summaries of your Paytions Account activity, including monthly statements, are available on our website for up to one year of account activity. Except as required by law, you are solely responsible for (a) compiling and retaining permanent records of all transactions and other data associated with your Paytions Account and your use of the Payment Services, and (b) reconciling all transactional information that is associated with your Paytions Account. If you believe that there is an error or unauthorized transaction activity is associated with your Paytions Account, you must contact us immediately.

14. RESERVE FOR HOLDING FUNDS

We may withhold funds by temporarily suspending or delaying bill payments of Proceeds to your bill issuer and/or designate an amount of funds that you must maintain in your Paytions Accounts or in a separate reserve account (a “Reserve”) to secure the performance of your obligations under any agreement between you and Paytions. The Reserve may also be used to satisfy Paytions’ obligations to hold or remit funds as required by any creditor or governmental authority, including levies, liens, or garnishments. We may require a Reserve for any reason related to your use of the Services. The Reserve will be in an amount as reasonably determined by us to cover potential losses to Paytions. The Reserve may be raised, reduced or removed at any time by Paytions, in its sole discretion, based on your payment history, a credit review,

the amount of any arbitration award or court judgment against you in Paytions's favor, or otherwise as Paytions or its processor may determine or require. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any funding source associated with your Paytions Accounts, including any funds (a) transferred by you, (b) due to you, or (c) available in your bank account, or other payment instrument registered with us. You grant us a security interest in and lien on any and all funds held in any Reserve, and also authorize us to make any withdrawals or debits from the Reserve or any bank account linked to any of your Paytions Accounts, without prior notice to you, to collect amounts that you owe us. You will execute any additional documentation required for us to create, perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in your Reserve.

15. PAYTIONS ACCOUNT BALANCES

While you may have funds in your Paytions Account (your "Balance"), your Balance will be co-mingled and held with other participants' funds in one or more pooled accounts at one or more banks by us on your behalf and for the benefit of you and others holding balances (each a "Pooled Account"). We have sole discretion over the establishment and maintenance of any pooled account. We will not voluntarily make funds available to our creditors in the event of bankruptcy or for any other purpose. You will not receive interest or any other earnings on any funds that we handle for you. As consideration for using the Payment Services, you irrevocably assign to us all rights and legal interests to any interest and/or other earnings that may accrue or are attributable to our holding of your Balance in a Pooled Account or Reserve.

16. OUR SET-OFF RIGHTS; SECURITY INTERESTS

You grant us a security interest in, as well as a right of setoff against, and assign, convey, deliver, pledge and transfer to us, as security for repayment of any obligations due under these Payment Terms and any other agreement you have with us, all of your right, title, and interest in and to all of your accounts with us. You will execute any additional documentation required for us to create, perfect, or maintain our security interest. You grant us Recovery Authorizations concerning funds you are obligated to repay us. You authorize us to administratively freeze or direct any third party bank holding the account to freeze all such accounts to allow us to protect our security interest, collection, charge and setoff rights as provided for in this section.

Your failure to fully pay amounts that you owe us on demand will be a breach of these terms. You are liable for any of our costs and expenses associated with collection in addition to any amounts owed, including attorneys' fees and other legal expenses, collection agency fees, and any applicable interest.

17. DORMANT PAYTIONS ACCOUNTS

If you do not process payments through your Paytions Account for an extended period of time or have not linked a valid bill payment, you may have a Balance that is deemed “unclaimed” or “abandoned” under your state’s law. If this occurs, Paytions will provide you with notice as required by applicable law and instructions for how to transfer your Balance. If funds still remain in your Paytions Account, Paytions will escheat such funds as required by applicable law or, as permitted, to Paytions.

CHARGEBACKS

18. YOUR LIABILITY FOR CHARGEBACKS

There may be times when you may not be the authorized user of the Card or other payment method, or you may otherwise contest the transaction. In these instances, the amount of a transaction may be reversed or charged back to your Paytions Accounts (a “Chargeback”) if the transaction (a) is disputed, (b) is reversed for any reason by the Network, our processor, or a customer or its financial institution, (c) was not authorized or we have any reason to believe that the transaction was not authorized, or (d) is allegedly unlawful, suspicious, or in violation of the General Terms or these Payment Terms. You agree to comply with the Chargeback process and to the liability associated with such Chargebacks.

19. OUR COLLECTION RIGHTS FOR CHARGEBACKS

For any transaction that results in a Chargeback, we may withhold the Chargeback amount in a Reserve. You grant us Recovery Authorizations concerning Chargebacks pursuant to which we may recover the amount of any Chargeback and any associated Fees, fines, or penalties assessed by a Network or our processor. If you have pending Chargebacks, we may delay bill payments to your bill issuer. Further, if we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to your bill issuer until such time that (a) a Chargeback is assessed due to your complaint, in which case we will retain the funds, (b) the period of time under applicable law or regulation by which you may dispute that the transaction has expired, or (c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are liable, you agree to pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including attorneys’ fees and other legal expenses, incurred by us for the collection of all amounts unpaid by you.

20. EXCESSIVE CHARGEBACKS

If we believe your account has resulted in an excessive amount of Chargebacks, we may establish additional conditions governing your Paytions Account, including (a) establishing new processing fees, (b) creating a Reserve in an amount reasonably determined by us to cover anticipated Chargebacks and related fees, (c) delaying bill payments, or (d) terminating or suspending the Payment Services.

21. CONTESTING CHARGEBACKS

When a Chargeback occurs, we will request necessary information from you so we can contest it, and you must assist us when requested, at your expense, by providing us with information about relevant transactions processed through the Payment Services. You permit us to share information about a Chargeback with you, and your financial institution in order to contest a Chargeback. We may also use any Content you upload through the Services to respond to Chargebacks on our behalf. If the Chargeback is contested successfully, we will release corresponding reserved funds to your bill issuer. If a Chargeback dispute is not resolved in our favor by the Network or issuing bank or we choose not to contest the Chargeback, we may recover the Chargeback amount and any associated fees as described in these terms. You acknowledge that your failure to provide us with documentation sufficient to contest a Chargeback, and to do so in a timely manner may result in partial or no bill payment. We reserve the right, upon notice to you, to charge a fee for helping us to contest Chargeback disputes.

COMPLIANCE WITH NETWORK RULES AND LAWS

22. RESTRICTED USE

You will not act as a payment facilitator or otherwise resell the Payment Services to any third party. You will not use the Payment Services to handle, process or transmit funds for any third party. You also may not use the Payment Services to process cash advances.

23. UNAUTHORIZED OR ILLEGAL USE

You will only use Cards for transactions that are allowed by applicable law. We may decide to refund and/or to decline to authorize or settle any transaction that you submit to us if we believe that the transaction is in violation of these terms or any other agreement with Paytions, or that it exposes Paytions to harm. Harm includes fraud and other criminal acts. If we suspect that your Paytions Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Paytions Account, and any of your transactions with law enforcement and, as deemed necessary by Paytions, our payment processing and financial institution partners.

TERMINATIO OF PAYMENT SERVICES

24. TERMINATION OF PAYMENT SERVICES

Paytions may Terminate your use of the Payment Services at any time for any reason. Any termination of these terms does not relieve you of obligations to pay Fees or costs accrued prior to the termination, Chargebacks, and any other amounts owed to us as provided in these Payment Terms or the Terms of Service. If your access to Payment Services has been terminated, you may still be permitted to use Paytions's other products, subject to our discretion.

25. PAYMENT SERVICES UPON CLOSURE OF YOUR PAYTIONS ACCOUNT

Closure of your Paytions Account will cancel any pending transactions. Any funds that we are holding in custody for you at the time of closure, less any applicable Fees, will be paid out according to your bill payment schedule, subject to the other conditions in these Payment Terms. If an investigation is pending at the time you close your Paytions Account, we may hold your funds as described herein. If you are later determined to be entitled to some or all of the funds, we will release those funds to you.

26. SURVIVAL

The following sections will survive termination of these Payment Terms, in addition to those that survive under Section 13 of the General Terms: 5 (Processing Errors), 8 (Underwriting and Identity Verification), 10 (Access to Proceeds), 11 (Amounts Owed to Paytions; Reversals), 11 (Bill Payment Schedule), 12 (Availability of Proceeds), 13 (Paytions Account History), 14 (Reserve for Holding Funds), 15 (Paytions Account Balances), 16 (Our Set-off Rights; Security Interest), 17 (Dormant Paytions Accounts), 18 (Your Liability for Chargebacks), 19 (Our Collection Rights for Chargebacks), 20 (Excessive Chargebacks), and 21 (Contesting Chargebacks).