

# Terms and Conditions

In English

| [En Español](#)

## **THIS PAYMENT SERVICE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**

### **Do not use or access this Website or Service if You do not agree to be bound by these Terms and Conditions**

These Terms and Conditions (“**Terms and Conditions**”) are in effect for all transactions processed through this payments website (“**Website**”) on or after July 1, 2020, and apply to and govern Your access to and use of this Website, the Service and all Alternative Channels. This payment processing service is offered to You on behalf of your Biller (“**Service**”).

It is important to carefully review all Terms and Conditions below, including the provision concerning REFUNDS. These Terms and Conditions may be amended at any time. All amended terms shall be effective immediately after they are posted to the Website. By using this Website after such modifications are posted, You are agreeing to accept and comply with the Terms and Conditions as modified. These Terms and Conditions also apply to Service transactions, or Payments, made by or through any “**Alternative Payment Channels**” including those Payments initiated, or completed through, Integrated Voice Response (IVR) systems, customer service representatives, telephone, internet, or any other means or mechanisms of Payment acceptance. These Terms and Conditions, as amended, shall apply to all subsequent Payments and otherwise solely govern the relationship of the parties.

As used in these Terms and Conditions, the term “**User**” means a user of this Website or any Alternative Payment Channel, located in the U.S., who is making a payment to the Biller. The terms “**You**” and “**Your**” may be used to refer to the User. The terms “**Speedpay**” “**we**”, “**our**” or “**us**” refer to Speedpay, an ACI Worldwide company, and, as applicable, its affiliates and parent company who support the Service; these entities include, but are not limited to, ACI Worldwide Corp. and ACI Payments, Inc. The term “**Biller**” refers to the receiver of Your Payment, which is generally a business that is a client of Speedpay that has authorized Speedpay to process Payments from its customers. Each payment transaction (“**Payment**”) made through the Service is a payment to the Biller. Speedpay solely provides processing services to the Biller and is not involved in the administration or collection of Your account, nor is Speedpay involved or associated with the goods and/or services provided by Biller. The term “**bank account**” means a checking account, savings account, or money market account established in Your name at a bank or other financial institution. The term “**bank card**” means a U.S. issued American Express®, Discover®, Visa® or MasterCard® credit card (“**credit card**”) or an ATM/debit card issued by or through a financial institution located in the U.S (“**ATM/debit card**”). You may only designate bank accounts or bank cards held in Your name for debiting or charging to make a Payment. Depending on the service options selected by the Biller, a transaction fee (“**Convenience Fee**”) for each Payment made through the Service may be assessed by the Biller. If a

Convenience Fee is charged, it will be disclosed to You prior to making a Payment and You will be given the option of not proceeding with the Payment transaction if You do not wish to pay the Convenience Fee and complete the Payment. If a Convenience Fee is assessed for Your Payment, then we will only process the Payment if You agree to pay the Convenience Fee. Speedpay reserves the right to modify or discontinue the Service at any time. The term, “**Business Day,**” means Monday through Friday, except for holidays.

By using the Service, You are requesting to make a Payment to Your Biller. You are acknowledging and representing that: (1) You have considered other payment channels, such as delivery of the payment to your Biller by U.S. mail, overnight delivery services, or in-person methods, and that you desire to use the Service to process the Payment; (2) You have elected to use the Service and are voluntarily agreeing to have Your Payment processed by using the Service, subject to the Terms and Conditions; (3) Speedpay has not acted as a seller, lessor, merchant, or vendor with respect to any goods or services provided by the Biller, and (4) Your Payment is not in response to any debt collection activities initiated by Speedpay. If you think that Speedpay has engaged in debt collection activities concerning your account, you agree to discontinue your Payment transaction immediately.

## **1. COMPLIANCE**

You represent, warrant and certify that Your use of the Service shall not in any way, directly or indirectly: (a) violate any law, statute, ordinance, contract or regulation, including but not limited to any law, statute, ordinance, contract or regulation relating to money laundering, illegal gambling activities, support for terrorist activities, fraud or theft; (b) violate any of these Terms and Conditions of use; (c) transmit, directly or indirectly, any form of malicious or unwanted code or program to this Website or any websites, servers, networks, systems or equipment of Speedpay or any third party, or would otherwise interfere with or disrupt this Website or any websites, servers, networks, systems or equipment of Speedpay or any third party; (d) violate any policies or procedures established by any networks connected to this Website, including properly presenting your chosen payment method for the purposes for which it was issued; and/or (e) employ any data mining programs or techniques in connection with this Website. When required by applicable law, Payments will be reported to federal, state, local or foreign authorities. In addition, Speedpay will cooperate with law enforcement in the detection or prosecution of illegal activities to the fullest extent permitted or required by applicable law. You will be required to provide Speedpay with certain information to allow Speedpay, among other things: to verify Your identity; to receive appropriate authorization; and to complete the Payment. Speedpay is not an escrow service provider and You agree that You will not use the Service for escrow purposes. You agree that the information You provide is complete, current, and otherwise accurate. Speedpay may rely on the information You provide, including any user IDs or passwords that You create, to identify You and Your activity. You must promptly update and otherwise maintain your information to keep Your account current at all times. You agree that Speedpay may use the information you provide for any purpose, so long as such use does not violate Speedpay’s Privacy Policy. Please refer to the Biller’s online privacy statement for additional information regarding use of Your information.

## **2. METHODS OF PAYMENT.**

With the authorization You provide through this Website, or through Alternative Payment Channels (“Authorization”), your credit card will be charged or the bank account You have designated will be debited (either via one of the debit card networks by using Your ATM/debit card or via the Automated Clearing House (“ACH”) electronic payment system). Depending on the Payment options selected by the Biller, You may schedule either one-time or recurring Payments. The Services are provided to You for non-commercial payments. We therefore generally do not accept commercial payment methods unless specifically arranged between Us and Your Biller. Pursuant to the information and Authorization, your credit card will be charged or the bank account You have designated at the time and in the manner You have authorized (either ATM/debit card or ACH) will be debited to make Payment to the Biller. We will process Your Payment to the Biller through an ACH credit to the Biller’s designated bank account, together with the Payment information pertaining to Your Payment. Each time You use the Service You agree that Speedpay, acting on behalf of the Biller, is authorized to process your Payment and facilitate the charging of your credit card or debiting Your designated bank account for the amount of Your Payment and any Convenience Fee that You have agreed to pay and any other applicable fees. You agree not to make a Payment that exceeds Your limits on Your bank card account, transfer limits, or the balance of Your bank account (including any overdraft allowances by Your financial institution) and only for purposes for which the payment card was issued. Your agreement with Your bank card issuer and/or financial institution where you have Your bank account governs use of Your bank card and/or bank account, and You must refer to that agreement to ascertain Your rights and liabilities as an account holder or cardholder (which for a credit charge may include a “cash advance” fee).

### **3. PAYMENT TRANSACTION LIMITS.**

Speedpay and/or the Biller, as applicable, reserve the right to limit the maximum amount of a Payment, limit the number of Payments in a time period, to restrict improperly presented Payment options, and to reject a proposed Payment, in their sole discretion.

### **4. FEES AND PAYMENT.**

*Timing of Payments.* You should authorize Your Payment at least two (2) Business Days before Your Payment due date. Typically Payments made using Your credit card or ATM/debit card will be charged or debited on the day we receive Your Authorization. Typically Payments made by ACH will be debited from Your bank account on the Business Day following Your Authorization. If we receive Your Authorization on a Business Day prior to the scheduled cutoff time, we will process Your Payment to the Biller on the same Business Day. If we receive Your Authorization on a day which is not a Business Day or after the day’s scheduled cutoff time, we will process Your Payment to the Biller on the next Business Day. For a recurring Payment, if You schedule a Payment on a date which is not a Business Day, then we will process the Payment on the next Business Day thereafter. Unless the Biller has indicated that it will post sooner, the Biller will usually post Your Payment no later than two (2) Business Days after it has been processed by us.

*Fees.* In consideration for the use of the Service, You may be assessed a Convenience Fee for each Payment transaction initiated by You. If a Convenience Fee applies, then the applicable Convenience Fee for Your Payment will be disclosed to You prior to Your final Authorization of the Payment. A Convenience Fee will only be assessed upon Your Authorization. If You elect to proceed with a

Payment, Your credit card will be charged or Your bank account will be debited in the manner You have authorized (either ATM/debit card or ACH) for the amount of the Payment to the Biller plus the amount of any applicable Convenience Fee. You acknowledge and agree that in some instances, the Convenience Fee may be shared by Biller and us; You agree that any Convenience Fee or portion thereof retained by Speedpay is a fee for the use of the Service and is not a debt collection fee or a fee or surcharge imposed for making payment via credit or ATM/debit card.

*Rejected Payments.* If authorization is not received from Your bank or Your bank card issuer, or if Authorization is not received from You to debit Your bank account via ACH for the amount Payment (and Convenience Fee, if any), the Payment will not be completed and/or processed, to the extent permitted by law.

*NSF; Additional Fees or Charges.* You agree if there are insufficient funds (“NSF”) in Your bank account to cover a requested Payment, or if Your bank or bank card issuer rejects a debit for any reason, the Payment will be cancelled and Your Payment will be reversed to the extent permitted by law. If this occurs, You may be liable to the Biller for interest, late fees and other charges, to the extent permitted by law. You may also be liable for any fees charged by the financial institution where You have Your bank account or, with respect to Your bank card, by the financial institution that issued You the bank card.

## **5. REVOCATION OR CANCELLATION.**

You may not cancel a Payment once Your bank card has been charged or Your bank account has been debited. If You schedule recurring Payments, You may revoke Your Authorization by re-accessing the means by which you provided Authorization (e.g. if you provided Authorization through the Website you may revoke Authorization through the Website) or by contacting Customer Service at the number provided in time for us to receive Your request 3 Business Days or more before the Payment is scheduled to be made. If You call, we may also require You to put Your request in writing and get it to us within 14 days after You call. In addition, if You schedule recurring Payments made from Your bank account via a debit network by using Your ATM/debit card or via ACH, please carefully review the information concerning PREAUTHORIZED PAYMENTS below.

## **6. REFUNDS.**

Unless required by law, no refunds of principal or the Convenience Fee are available once Your bank card has been charged or Your bank account has been debited, unless we processed a Payment in error. Please call the Biller if You have questions concerning amounts posted to Your account with the Biller.

## **7. LIMITATION OF LIABILITY.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) IN NO EVENT SHALL SPEEDPAY OR ANY OF ITS AFFILIATES BE LIABLE FOR DAMAGES, INCLUDING FOR DELAY, NON-DELIVERY, NONPAYMENT OR UNDERPAYMENT OF ANY PAYMENT OR SERVICE TRANSACTION, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ITS EMPLOYEES, SUPPLIERS OR AGENTS OR OTHERWISE, BEYOND THE SUM OF \$500 (IN ADDITION TO REFUNDING ANY CONVENIENCE FEE FOR THE AFFECTED PAYMENT, AND THE PAYMENT AMOUNT, IF ANY, HELD BY SPEEDPAY), and (2) IN NO EVENT WILL

SPEEDPAY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE WEBSITE. FURTHERMORE, NEITHER SPEEDPAY NOR ITS AFFILIATES SHALL BE LIABLE FOR THE OFFENSIVE, DEFAMATORY, OR ILLEGAL CONDUCT OF YOU OR ANY OTHER THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT THE RISK OF ANY INJURY RELATING THERETO RESTS SOLELY AND ENTIRELY WITH YOU.. THESE CONDITIONS CANNOT BE CHANGED OR SUPPLEMENTED ORALLY.

SPEEDPAY WILL BE RESPONSIBLE FOR ACTING ONLY ON THOSE INSTRUCTIONS THAT ARE PROPERLY TRANSMITTED THROUGH THIS WEBSITE AND ACTUALLY RECEIVED BY SPEEDPAY, AND DOES NOT ASSUME RESPONSIBILITY FOR MALFUNCTIONS IN COMMUNICATIONS FACILITIES NOT UNDER ITS CONTROL THAT MAY AFFECT THE ACCURACY OR TIMELINESS OF SUCH TRANSMISSIONS. SPEEDPAY IS NOT RESPONSIBLE FOR ANY LOSSES OR DELAYS IN TRANSMISSION OF INSTRUCTIONS ARISING OUT OF THE USE OF ANY INTERNET ACCESS SERVICE PROVIDER OR CAUSED BY ANY BROWSER OR OTHER SOFTWARE OR OTHER CIRCUMSTANCES BEYOND ITS CONTROL. SPEEDPAY IS NOT RESPONSIBLE SHOULD YOU PROVIDE INCORRECT INFORMATION OR IF YOUR PAYMENT INSTRUCTIONS ARE NOT GIVEN SUFFICIENTLY IN ADVANCE TO ALLOW FOR TIMELY PROVISION OF THE SERVICES YOU REQUESTED.

OTHER THAN OUR AGREEMENT WITH THE BILLER TO PROVIDE YOU ACCESS TO THE SERVICE AND PROCESS PAYMENTS ON BEHALF OF BILLER, SPEEDPAY IS NOT AFFILIATED WITH THE BILLER. SPEEDPAY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO ANY OBLIGATION OF BILLER TO YOU. YOU AGREE THAT SPEEDPAY SHALL HAVE NO LIABILITY FOR THE WRONGFUL ACTS, NEGLIGENCE OR ERRORS OF THE BILLER OR ANY OTHER THIRD PARTY ACTING AS AN AGENT OF THE BILLER, INCLUDING THE FAILURE TO PROPERLY ACCOUNT FOR THE PAYMENT YOU MAKE TO THE BILLER. IN CONSIDERATION FOR BEING ALLOWED TO USE THE SERVICE, YOU COVENANT NOT TO BRING ANY CLAIMS OR CAUSES OF ACTION AGAINST SPEEDPAY THAT ARE INCONSISTENT WITH THE PROVISIONS OF THIS SECTION.

## **8. RESOLUTION OF DISPUTES.**

Unless You opt out as set forth below, any dispute arising from or relating to Service or your Payment(s) shall be resolved by mandatory and binding arbitration. The arbitrator shall also decide what is subject to arbitration unless prohibited by law. The arbitration will be administered by American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules, which are available at <https://www.adr.org/active-rules>. You will be responsible for up to \$200 of the administration fees. We, or the Arbitrator, may reduce this amount if you demonstrate hardship. This agreement is governed by the Federal Arbitration Act 9 U.S.C. § 1 et seq. (“**FAA**”), and any award shall be final and binding, and may be entered as judgment in any court of competent jurisdiction. **Any arbitration shall take place on an individual basis; class actions or consolidation of arbitrations are not permitted.** The Arbitrator shall be required to follow applicable substantive law and shall have no authority to deviate

therefrom. If any part of this paragraph is deemed invalid, it shall not invalidate the other parts. If AAA is unwilling or unavailable to administer the arbitration, the parties or a court will select another arbitrator in accordance with the FAA. You may opt out of arbitration within 30 days after initiating a Payment by calling (866) 316-3360. IF YOU DO NOT OPT OUT, YOU WILL WAIVE ANY RIGHT TO A TRIAL BY JURY OR JUDGE IN COURT AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION.

## **9. INDEMNITY.**

You agree to indemnify, defend and hold harmless Speedpay, and all its officers, directors, owners, agents, employees, affiliates, licensors, licensees and third party service providers (collectively, the “Indemnified Parties”) from and against any and all losses, damages, liabilities, and claims and all fees, costs, expenses of any kind related thereto (including, without limitation, reasonable attorneys’ fees and costs) incurred by the Indemnified Parties in connection with any claim arising out of, based upon or resulting from (i) Your access to and/or use of the Website or Services; and/or (ii) Your breach or violation of the Terms and Conditions. Speedpay reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You. You shall not in any event settle any Indemnified matter without the written consent of Speedpay.

## **10. INTELLECTUAL PROPERTY.**

The Website, the Service, the content, and all intellectual property pertaining thereto and contained therein (including but not limited to copyrights, patents, database rights, trademarks and service marks) are owned by Speedpay or third parties, and all right, title and interest therein and thereto shall remain the property of Speedpay and/or such other third parties. The Website and the Service may be used only for the purpose permitted by these Terms and Conditions. You are authorized solely to view and retain a copy of the pages of the Website for Your own personal, non-commercial use. You agree that You may not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the Internet, or in any way distribute or exploit the Website, the Service or any portion thereof for any public or commercial use without the express written consent of Speedpay. You further agree not to: (i) use any robot, spider, scraper or other automated device to access the Website and/or Service, the Website, any Alternative Payment Channels, or any information contained therein; (ii) disguise the origin of information transmitted to, from, or through the Service, the Website, or any Alternative Payment Channels; or (iii) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the Website (or printed pages thereof). The name Speedpay and other names and indicia of ownership of Speedpay’s Service are the exclusive marks of Speedpay or other third parties. Other product, service and company names appearing on the Website may be trademarks of their respective owners.

## **11. LINKS TO OTHER SITES.**

The Website may contain links and pointers to other Internet sites and resources (the “**Linked Sites**”). Such Linked Sites may be operated by advertisers, sponsors, and content partners, any of which may use Speedpay’s logo(s) as part of a co-branding agreement. These Linked Sites may use cookies, collect data, solicit personal information, or contain information that You may find offensive or inappropriate. Links to any Linked Site do not constitute an endorsement, sponsorship, or recommendation by

Speedpay or any of its affiliates to any third party resources or their contents. Links do not imply that Speedpay is affiliated or associated with or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any Linked Sites are authorized to use any trademark, trade name, logo or copyright symbol of Speedpay or any of its affiliates. You should direct any concerns regarding any Linked Site to such Linked Site's site administrator or webmaster. Speedpay does not represent or endorse the accuracy or reliability of, and expressly disclaims, any advice, opinion, statement, or other information displayed or distributed through any Linked Site. You agree that reliance upon any opinion, advice, or information displayed on or otherwise available through any Linked Site shall be at Your sole risk. Speedpay cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in any Linked Sites.

## **12. THIRD-PARTY USE OF SERVICES.**

The Service shall only be used by actual and bona-fide customers of Billers. Unless expressly authorized in writing, You shall not use the Services, Website, any Alternative Payment Channel, or any information contained therein for any commercial use. Third-party commercial payment aggregators (third-party payment servicers or processors, or any other entities submitting Service transactions or Payments on behalf of User-customers) may not submit Service transactions or Payments, or otherwise use the Services, Website, or any Alternative Payment Channel. By conducting a Service transaction, making a Payment, or accessing the Services or Website (including through Alternative Payment Channels) You represent and warrant that: (i) You are a customer of Biller, (ii) that You are using the Services and/or submitting a Payment transaction on Your own behalf, or as an employee, owner or principal of the User-customer, and (iii) that You are not using the Service or Website under a claim of agency or other third-party relationship on behalf of a User-customer, (iv) that You are not using the Service or Website for profit, financial gain, or any commercial benefit, and (v) that you are using your chosen payment method for the purposes for which it was issued. You hereby agree to be liable to us for all interchange fees and merchant fees, and all other costs and fees associated with processing all Payments and Service transactions submitted by You in violation of this Section. You further agree to be liable to us for all other damages, costs, fees, expenses, and reasonable attorney fees incurred by us arising out of, or related to, Your breach of this Section. The provisions set forth in Section 8 (Resolution of Disputes) shall not apply to any action or claim made by SPI or Biller arising under, or related to, this Section 12.

## **13. INTERACTIVE CONTENT.**

This Website may include opportunities for You to access, view, and provide content for this Website in the form of blogs, comment sections, discussion forums, and other similar interactive content ("Interactive Content".) You alone are responsible for Your use of any such Interactive Content and You use them at Your own risk. You may not use this Website or any Interactive Content in any way that (as determined by Speedpay) impairs, inhibits, or restricts anyone else from enjoying or using this Website or the related Interactive Content.

## **14. REMEDIES FOR BREACH**

If You have engaged in any of the prohibited activities described in the Terms and Conditions, Speedpay may terminate, suspend, or limit your access to or use of this Website; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to permit access to this Website in the future; and/or take legal action against You. Speedpay, in its discretion, reserves the right to terminate Your access to this Website for any reason at any time.

#### **15. NO WAIVER**

Speedpay shall not be deemed to have waived any of its rights hereunder unless such waiver is in writing and signed by an authorized representative of Speedpay. No delay or omission in exercising Speedpay's rights or remedies shall function as a waiver of such rights or remedies. A waiver on any particular occasion shall not be construed as a waiver of any future rights or remedies.

#### **16. DISCLAIMER**

Use of this Website and any materials or downloads obtained in connection with this Website are solely at Your own discretion and risk. This Website and all related materials are provided on an "as is" and "as available" basis. Speedpay bears no responsibility for any damage caused to you or your belongings that results from Your use of this Website or related materials. Speedpay expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranty of merchantability.

#### **17. MISCELLANEOUS.**

These Terms and Conditions, together with all other items incorporated herein by reference, embody the entire agreement and understanding between You and us regarding the Services, Website, Alternative Payment Channels and supersedes all prior agreements or understandings You have with Speedpay. Speedpay has the right to assign these Terms and Conditions to a subsidiary or affiliate, company, or any third party, at any time without Your consent. You may not assign or transfer these Terms and Conditions without our prior written consent. If any one or more of these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable. Your access to and use of the Services, the Website, and any Alternative Payment Channels is governed by the laws of the State of New York, without regard to its rules regarding conflicts of law. The Services, the Website, and any Alternative Payment Channels are directed to persons age 13 and over residing in the U.S. If you are over the age of 13 but under the age of 18, you must either (i) be an emancipated minor, or (ii) have obtained the legal consent of your parent or legal guardian to use this Site and enter into these terms. The Services, the Website, and any Alternative Payment Channels are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. We reserve the right to limit, condition, modify, or refuse access to the Services, the Website, and any Alternative Payment Channels to any person or entity. You and We covenant and agree that these Terms and Conditions may not be changed or amended orally and that neither of us will attempt to change or amend this agreement orally.

**SPECIAL INFORMATION FOR PAYMENTS MADE FROM YOUR BANK ACCOUNT (VIA A DEBIT NETWORK BY USING YOUR ATM/DEBIT CARD OR VIA ACH)**



## **1. ERROR RESOLUTION.**

ALL QUESTIONS ABOUT YOUR PAYMENT(S) OR THE SERVICE MUST BE DIRECTED TO US, AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE YOUR ACCOUNT. We are responsible for the Service and for resolving any errors in Payments made with the Service. We will not send you a periodic statement listing the Payments that you make. The Payments will appear only on the statement issued by Your bank or other financial institution. SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE THE SERVICE, AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION. In case you have any questions about one of these transactions, call us at the Customer Service number indicated below.

In case of errors or questions about Your Payment, contact the Customer Service number below as soon as You can if You think Your bank account statement, ATM/debit card account statement, or receipt is wrong or if You need more information about a Payment listed on Your statement or receipt. We must hear from You no later than 90 days after Your financial institution sends You the first statement on which the problem or error appeared (this time period is subject to extension if a delay results from Your initial attempt to notify Your financial institution rather than us). (1) Tell us Your name and Your bank account number and/or ATM/debit card account number; (2) Describe the error or Payment You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information; and (3) Tell us the dollar amount of the suspected error. If You tell us orally, we may require that You send us Your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from You and if we determine that an error occurred, we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate Your complaint or question. If we decide to do this, and if the Payment in question was made by a debit to Your bank account and/or ATM/debit card account, we will credit Your bank account and/or ATM/debit card account within 10 Business Days for the amount You think is in error, so that You will have the use of the money during the time it takes us to complete our investigation. If we ask You to put Your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit Your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell You the results within three Business Days after completing our investigation. If we decide that there was no error, we will send You a written explanation. You may ask for copies of the documents that we used in our investigation.

## **2. LIABILITY FOR UNAUTHORIZED DEBITS TO YOUR BANK ACCOUNT AND/OR ATM/DEBIT CARD ACCOUNT.**

Tell us AT ONCE by contacting Customer Service at the number below if You believe someone has used or may use the Service without Your permission to authorize a debit to Your bank account or to Your ATM/debit card account. You should also contact Your financial institution and/or ATM/debit card issuer. Calling immediately is the best way to keep Your possible losses down. You could lose all the money in Your bank account and/or ATM/debit card account (plus Your maximum overdraft line of credit). If You tell us within 4 Business Days after You learn of an unauthorized debit from Your bank

account and/or ATM/debit card account, You can lose no more than \$50 if someone used the Service to authorize a debit to Your bank account or to Your ATM/debit card account without Your permission. If You do NOT tell us within 4 Business Days after You learn of an unauthorized debit from Your bank account and/or ATM/debit card account, and we can prove we could have prevented the loss, You could lose as much as \$500. Also, if Your bank account and/or ATM/debit card account statement shows any unauthorized debits that You did not make, tell us at once. If You do not tell us within 90 days after the statement was mailed to You, you may not get back any money you lost after the 90 days if we can prove that we could have prevented the loss. If a good reason (such as a long trip or a hospital stay) kept you from telling us within 90 days, we will extend the time period.

### **3. DOCUMENTATION/INFORMATION.**

Payments and fees will be listed as Payment to the Biller on Your ATM/debit card account statement and/or Your bank account statement. A confirmation receipt will be made available to You on this Website after You submit Your Payment information. You should print and retain a copy of the confirmation or copy it to Your hard drive for Your records. You may also contact Customer Service at the number below at any time to learn of debits to Your bank account and/or ATM/debit card account through the Service. We will not send You a periodic statement listing Payments that You make using the Service. The Payments will appear only on the statement issued by Your financial institution. If You have any questions about one of these Payments, contact Customer Service.

### **4. PREAUTHORIZED PAYMENTS.**

*Notice of Varying Amounts.* If You have authorized us in advance to make regular Payments out of Your account to a specified Biller (“Preauthorized Payments”), and these Preauthorized Payments vary in amount, you will be provided notice at least 10-days before each Preauthorized Payment, either by us or the Biller (through your monthly bill or otherwise), of when the Preauthorized Payment will be made and how much the Preauthorized Payment will be.

*Liability for Failure to Stop Payment of Preauthorized Transfer.* You may cancel a Preauthorized Payment, using your account settings or by telephone, up to 3 Business Days before the date of the next scheduled payment. If You order us to stop one of these Preauthorized Payments 3 Business Days or more before the Preauthorized Payment is scheduled, and we do not do so, we will be liable for Your losses or damages. Once Your Preauthorized Payment has been canceled, all future Preauthorized Payments in connection with that Biller will be canceled as well.

### **5. CONFIDENTIALITY.**

Information gathered from You or used in connection with a Payment is subject to the Biller’s privacy statement available on the Biller’s website. If You receive information about another person through this Website, you agree to keep the information confidential and use it only in connection with this Website.

### **6. OUR LIABILITY.**

If we fail to charge or debit Your account in accordance with these Terms and Conditions in the correct amount or in a timely manner when properly instructed by You, we will be liable for certain losses

proximately caused by our failure as the law may impose in such cases. However, there are some exceptions. For example, we will not be liable: (1) If there are insufficient funds in Your bank account or ATM/debit card account; (2) If we do not receive authorization from the bank card issuer or Authorization from You to debit Your bank account by ACH; (3) If You decline to authorize the Payment of an applicable Convenience Fee; or (4) If circumstances beyond our control prevent the Payment, despite reasonable precautions that we have taken. In addition, there may be other exceptions in our agreement with You. Under such circumstances, Speedpay assumes no obligation to complete a Payment or process the Payment for You or the Biller. You agree that Speedpay shall not be liable for damages resulting from nonpayment to Biller or any failure to complete any applicable Payment by reason of the foregoing, or other matters beyond its control.

For telephone inquiries or comments, please call Customer Service at: (866) 316-3360.

### **E-Sign Disclosure and Consent Notice**

**This E-Sign Disclosure and Consent Notice (“Notice”) applies to all communications, as defined below. For the Electronic Service under this Notice, communications You receive in electronic form from us will be considered “in writing.”**

**By using the Services (“Electronic Services”) You hereby consent to this Notice and affirm that You have access to the hardware and software requirements identified below. In addition, You must review and accept the terms of these Electronic Services. If You choose not to consent to this Notice or You withdraw Your consent, You will be restricted from using Electronic Services.**

### **COVERED COMMUNICATIONS**

Communications include, but are not limited to, disclosures and communications we provide to You regarding our services such as: (i) terms and conditions or notices and any changes thereto; (ii) pre-payment disclosures, Payment receipts and confirmations; and (iii) customer service communications (such as claims of error communications) (“Communications”).

### **METHODS OF PROVIDING COMMUNICATIONS**

We may provide Communications to You by email or by making them accessible on the websites, mobile applications, or mobile websites (including via “hyperlinks” provided online and in e-mails). Communications will be provided online and viewable using browser software or PDF files.

### **HARDWARE AND SOFTWARE REQUIREMENTS**

To access and retain electronic Communications, You must have:

- A valid email address; we may request that you respond to an email to demonstrate you are able to receive these communications.
- A computer, mobile, tablet or similar device with internet access and current browser software and computer software that is capable of receiving, accessing, displaying, and either printing or storing communications received from us in electronic form.
- Sufficient storage space to save communications (whether presented online, in e-mails or PDF) or the ability to print Communications.

## **HOW TO WITHDRAW YOUR CONSENT**

You may withdraw your consent to receive communications under this Notice by writing to us at “Attn: E-Sign Disclosure and Consent Notice, 6060 Coventry Drive, Elkhorn, NE USA 68022,” or by contacting Customer Service at (866) 316-3360. Your withdrawal of consent will cancel your agreement to receive electronic communications, and therefore, your ability to use our electronic services.

## **REQUESTING PAPER COPIES OF ELECTRONIC COMMUNICATIONS**

You may request a paper copy of any Communications; we will mail You a copy via U.S. Mail. To request a paper copy, contact us by writing to “Attn: E-Sign Disclosure and Consent Notice, 6060 Coventry Drive, Elkhorn, NE USA 68022,” or by contacting Customer Service at (866) 316-3360. Please provide Your current mailing address so we can process this request. We may charge You a reasonable fee for this service.

## **UPDATING YOUR CONTACT INFORMATION**

It is Your responsibility to keep Your primary email address current so that we can communicate with You electronically. You understand and agree that if we send You a Communication but You do not receive it because Your primary email address on file is incorrect, out of date, it is blocked by Your service provider, or You are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to You; however, we may deem Your account inactive. You may not be able to transact using our Online Services until we receive a valid, working primary email address from You.

If You use a spam filter or similar software that blocks or re-routes emails from senders not listed in Your email address book, we recommend that You add us to Your email address book so that You can receive Communications by e-mail.

You can update Your primary email address or other information by writing to us at “Attn: E-Sign Disclosure and Consent Notice, 6060 Coventry Drive, Elkhorn, NE USA 68022,” or by contacting Customer Service at (866) 316-3360.

## **FEDERAL LAW**

You acknowledge and agree that Your consent to electronic Communications is being provided in connection with a Payment affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that You and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with You by electronic means.

## **TERMINATION/CHANGES**

We reserve the right, in our sole discretion, to discontinue the provision of Your Communications, or to terminate or change the terms and conditions on which we provide Communications. We will provide You with notice of any such termination or change as required by law.

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