

## Online Payment Terms and Conditions

Welcome to the Online payment service. You are not required to pay us via the Online payment service. This payment service is offered to you as a payment service convenience. This service to you ("you" or "your" means any person using the website or related service) is subject to the following Terms and Conditions. When making your payment, you select "I accept" after confirming you have read and understood the Online payment service Terms and Conditions or "I accept Terms and Conditions" you are agreeing to and subject to the following Terms and Conditions.

### PRIVACY

Please review our Privacy Policy, which also governs your visit to our Online payment service, to understand our practices.

### CONSENT TO ELECTRONIC COMMUNICATIONS

When you visit the Online payment service (website) or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We may communicate with you by e-mail or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When making each payment, you are consenting to receive a one-time confirmation of this payment electronically to the e-mail address you have provided to us. In order to receive the electronic confirmation of your enrollment in this service, you must have access to a personal computer with a 256 bit java script encryption enabled browser, internet access and a valid electronic mail account supported by software and hardware that enables you to receive electronic communications. In order to store or print an electronic communications from the Online payment service, you will need a printer connected to your computer to enable you to print such communications and for storage to your off-line files you will need a hard drive/disk drive/USB or other acceptable permanent storage device that will facilitate document downloading and storage. We will not provide paper copies of the electronic Terms and Conditions, payment confirmations and other communications for the Online payment service.

### REFUNDS

If you are not satisfied with any goods or services purchased using the Online payment service, you agree to resolve the issue directly with our lending department. The Online payment service (our payment facilitator) is not responsible for refunds.

### CONVENIENCE FEE

You may be required to pay a Convenience Fee for your use of the Online payment service. If you are required to pay a Convenience Fee, you will be notified on a screen prior to completing the payment transaction. If you do not wish to pay the required Convenience Fee you may cancel your payment any time prior to accepting the Convenience Fee. By completing your payment you are agreeing to all stated Terms and Conditions, including any Convenience Fee that is required.

### TERMINATION

You may terminate this Agreement at any time by providing written notice to us. We may immediately terminate this Agreement at any time without notice and for any reason, including, but not limited to, if you engage in any conduct which we, in our sole discretion, consider to be unacceptable, or if you breach this Agreement.

## COPYRIGHT

All content, titles, graphics, logos, button icons, images and software are the copyrighted material of the Online payment service and/or its licensors, and you agree not to download (other than page caching) or modify it, or any portion of it. The compilation of all content on this website is the exclusive property of the Online payment service and is protected by U.S. and international copyright laws. Reproduction, republication or distribution of any material from the website is strictly prohibited, except that you may, for personal and non-commercial use only, make a single hard copy of your transactions for your personal records.

## TRADEMARKS

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## LICENSE AND SITE ACCESS

The Online payment service grants you a limited license to access and make personal use of this service to pay the selected goods and services. You may also be able to use the Online payment service to obtain additional information regarding your account that is provided to the Online payment service. The Online payment service is intended to be used by adults who are authorized to withdraw funds from a checking account, which they have ownership to (rights to withdraw funds) or can purchase with a credit card, which they have ownership to. If you are under 18, you may not use the Online payment service. You are responsible for protecting the confidentiality of required "Log-in" information, including user names and passwords. You should not permit any other person to use your "Log-in" information. You will hold the Online payment service harmless for any activity pertaining to your account, including, but not limited to, authorized or unauthorized charges to your checking account, credit card or bank information via the Online payment service if you fail to protect required "Log-in" credentials .

## PAYMENTS

You may make payments using acceptable checking or credit card accounts. We may not accept all payment forms (direct debit to your checking account/credit card/debit card/third parties) and all brands of credit and debit cards. Your credit/debit card provider and/or our direct debt processing financial institution may have imposed holds on your checking account and credit card. Payments are processed as promptly as possible. However, we make no representations or warranties regarding the amount of time needed to complete processing. A number of factors, such as delays in the banking system, electronic funds transfer systems or national payment network, are outside of our control and will affect when the funds are received. The Online payment service is responsible for processing your payment but is not responsible for any failure or delay of payment after it has been transmitting to your financial institution, credit/debit card issuer or any delays in posting credit to your account.

## LIMITED LIABILITY; DISCLAIMER OF WARRANTY

THE ONLINE PAYMENTSERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTY AND DISCLAIM LIABILITY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE FROM VIRUSES OR OTHER DEFECTS OR HARMFUL COMPONENTS, NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ONLINE PAYMENT SERVICE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICE. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT THE USE OF THIS SERVICE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSABLE BY APPLICABLE LAW, THIS DISCLAIMER OF LIABILITY APPLIES TO ANY CLAIMS, LOSSES, ACTIONS, DAMAGES OR INJURY RESULTING FROM ANY FAILURE OF PERFORMANCE OF THE SERVICE, ERROR, OMISSION, INACCURACY, INTERRUPTION, DEFECT, DELAY OR INTERRUPTION IN OPERATION OR TRANSMISSION, COMMUNICATION LINE FAILURE, SECURITY BREACH, UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF INFORMATION. IN NO EVENT SHALL THE ONLINE PAYMENT SERVICE, AND ITS AFFILIATES, BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. CERTAIN STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

## APPLICABLE LAW

By visiting the Online payment service, you agree that the laws of the State of Tennessee will govern these Terms of Use, and any dispute relating to the Service provided herein shall be subject to the jurisdiction of the courts of the State of Tennessee.

## SITE POLICIES, SEVERABILITY

This Agreement and other agreements, policies and any operating rules posted on the Online payment service constitute the entire agreement between you and us with respect to use of the service, and supersede all previous written or oral agreements between the parties with respect to such subject matter. The Online payment service reserves the right at any time to change, add or delete any aspect or feature of the service, and the Terms and Conditions thereof, including but not limited to, respective Convenience Fees. We will provide notice of any such change by posting a notice to the website or as otherwise required by law. Any use of the Online payment service by you after such notice shall be deemed to constitute acceptance by you of such changes. Any waiver of our rights must be in writing and signed by us. Should any provision of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

## SECURITY PRECAUTION WARNING

UNFORTUNATELY, NO DATA TRANSMISSION OVER THE INTERNET CAN BE GUARANTEED TO BE 100 PERCENT SECURE. AS A RESULT, ALTHOUGH EVERY EFFORT IS MADE TO PROTECT YOUR PERSONAL INFORMATION, WE CANNOT ENSURE OR WARRANT THE SECURITY OF ANY INFORMATION YOU TRANSMIT TO US OR FROM OUR ONLINE SERVICES, AND YOU DO SO AT YOUR OWN RISK

## ACH TERMS AND CONDITIONS

When you select payment via direct debit of your bank account you hereby authorize the Online payment service to initiate an automated clearing house (ACH) payment (withdrawal) from the financial institution and checking account you specify, and in the payment amount you authorized.

## PRE-AUTHORIZED ACH PAYMENT

You may request that payments be paid on a Pre-authorized basis through Electronic Funds Transfer ("EFT"). By electing to enroll in the Pre-authorized Online payment service you have authorized the processing of each Pre-authorized payment via a direct debit of funds from your selected financial institution account. If your financial institution refuses payment for insufficient funds, closed or unauthorized accounts, or any other reason, you will be charged a Returned Payment Fee as allowed by your State by a direct debit via an electronic funds transfer (EFT) transaction from your account. This is in addition to any charges your financial institution may assess to you. Upon the rejection of your original Pre-authorized payment, the Online payment service or an authorized debt collection service will make additional attempts to execute the EFT transaction for up to 30 days following the initial refusal. At the end of the 30 day period, if there has not been a successful transfer of funds, your EFT Pre-authorization payment will be terminated. When you use the Online payment service for a Pre-authorized payment you are agreeing to all Terms and Conditions of the Online payment service. You have the right to revoke your (EFT enrollment) and any Pre-authorized pending payment at anytime prior to transaction processing. You can do so by logging into the Online Payment service and canceling desired scheduled payments and Pre-authorizations. If you terminate your Pre-authorized payment(s) prior to our daily processing cycle no payment will be processed and you will be responsible for taking the appropriate actions in order to make your payment(s). Any revocation of your authorization through the (EFT enrollment) will not take effect until after receipt by the Online payment service, and will result in the discontinuance of all pending and pre-authorized (EFT enrollment) payment(s). After canceling your (EFT enrollment) payments, you will then be responsible for taking appropriate action to make future payments using another method of payment. The copy of your EFT transactions' authorization can be printed or saved electronically to your computer for your records.

## CHARGES

For each payment transaction, your bank or credit union may assess its customary per-check or item-handling charge, if any. In addition, you also agree to pay us a Return Payment Fee not to exceed the amount permitted by your state law. We may collect Return Payment Fees through a separate Electronic Funds Transfer (EFT) transaction when your payment is returned by your financial institution or ACH Operator, for each dishonored direct debit, check or draft to reimburse us for costs of collection. Your bank or credit union may also assess its customary charge for such items.

## DISHONORED REQUESTS FOR PAYMENTS

When an online payment transaction is not honored by your bank or credit union we have the right to collect the Dishonored payment amount by resubmitting the ACH payment in accordance with the NACHA Rules and Regulations or by employing a debt collection service. We may cancel your right to participate in the Online payment service at any time and for any reason.

## RECURRING CREDIT CARD PAYMENT

You represent and warrant that all information you have provide regarding Recurring Credit Card Payments is correct. Payment(s) charged to your credit or debit card under Recurring Credit Card Payment is subject to your credit/debit card account being in good standing. Any payment exceeding your available credit/debit card limit at the time of payment is posted to your account will be unsuccessful. You should therefore ensure that there is sufficient credit/debit card limit for these payments. If any payment charged to your credit/debit card is unsuccessful for any reason, you will be responsible for arranging alternative payment arrangement(s) and your Recurring Credit Card privileges may be revoked.

## CHANGES IN ACCOUNT INFORMATION

You must electronically update the Online payment service regarding changes in your credit card, debit card or checking account information. You must update your existing (EFT enrollment) or (Recurring Credit Card Payment) account information by visiting the Online payment service. In order to ensure that important notices and other information are delivered to you from time to time, you must visit the Online payment service and update your email address.