

Consumer Terms & Conditions

THIS INTERNET PAYMENTS SITE (THIS "SITE") OFFERS A PAYMENT SERVICE (THE "SERVICE") FOR YOUR CONVENIENCE AND USE. PLEASE READ THESE CONSUMER TERMS AND CONDITIONS (THESE "TERMS") CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. BY CHECKING THE BOX BELOW OR BY USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WANT TO ACCEPT THESE TERMS, YOU MAY NOT USE THIS SERVICE, AND YOU SHOULD EXIT THIS SITE.

Eligibility

This Site and this Service are offered only to individual residents of the United States who are 18 years of age or older. If you are younger than 18, you may not use this Service.

Payment Authorization

By accessing and using this Service, you authorize us to (a) establish and maintain your payment information and (b) process your payments according to your instructions.

We will use our reasonable commercial efforts to apply all your payments in accordance with your instructions. However, we shall incur no liability if we are unable to complete any payments initiated by you (including, without limitation, because of the existence of any one or more of the following circumstances: (i) your payment account contains insufficient funds to complete the transaction, (ii) the Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction, (iii) you have provided us with incorrect payment account information, (iv) we have been provided incorrect information by the individual or entity to whom you are making the payment, or (v) circumstances beyond our control).

Types of Payments and Payees

Payments that you authorize will be made from a bank account or other payment account that you designate. It is your sole responsibility to establish and maintain the payment account and to pay any and all fees associated with the payment account.

Timing

By using this Service, you are authorizing us to charge the payment account you designate and to remit funds on your behalf. It is your responsibility to initiate payments in a timely manner, so that the funds will arrive on or before the date they are due. It is also your duty to notify us if a payment has not been applied in accordance with your instructions.

Permitted Use

You agree to use this Service solely to pay legal obligations on your behalf or on behalf of another (see PAYMENTS FOR OTHERS). You agree to use this Service in strict compliance with applicable law.

Payments for Others

If you are making a payment to satisfy the obligation of another person, you represent and warrant that you have been authorized by such other person to make a payment on his or her behalf.

Amendments

We may modify these terms and conditions from time to time without notice. The terms and conditions in effect at the time you use this Service are the terms and conditions that govern your use.

Intellectual Property

As between you and us, we own all right, title and interest in and to the Service and the Site, including all related technology, trademarks and other intellectual property rights.. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our exclusive intellectual property. By submitting any such materials to us, you grant to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and grants of rights.

You expressly agree not to (a) copy, modify, adapt, translate, publish, port, display, license, sublicense, rent, lend, lease, loan, sell, resell, assign, transfer, distribute, make derivative works (including, without limitation, improvements, enhancements, revisions or modifications) of, or otherwise transfer or assign any right to, the Site or the Service; (b) decompile, disassemble, reverse engineer or otherwise attempt to identify, reconstruct, derive or discover the source code (or the underlying ideas, user interface techniques, algorithms, structure or organization) of the Site or the Service; (c) remove any copyright, trademark, patent or other proprietary notices from the Site or the Service; (d) use the Site or the Service for any purpose other than as expressly authorized herein; or (e) challenge the validity of the copyright or any other rights of the Site or the Service, or title or interest thereto.

Disclaimers

THE SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. WE MAKE NO WARRANTY, REPRESENTATION, GUARANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, COMPLETENESS, TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE), WITH RESPECT TO THE SITE, THE SERVICE, OR ANY OF THE CONTENT, SERVICES, PRODUCTS, SOFTWARE OR OTHER MATERIALS AVAILABLE THROUGH THE SITE.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF THIS SITE OR THESE SERVICES. IF WE LEARN OR YOU INFORM US THAT WE HAVE MADE A MISTAKE IN APPLYING YOUR PAYMENT, WE WILL TAKE ONE OF THE FOLLOWING ACTIONS, AT OUR SOLE DISCRETION: (i) IF YOU HAVE PAID A FEE TO ACCESS THIS SITE, WE WILL REFUND THE FEE TO YOU; OR (ii) WE WILL REAPPLY THE PAYMENT IN ACCORDANCE WITH YOUR ORIGINAL INSTRUCTIONS. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY.

Indemnification

You shall insure us against any damages we may suffer from your failure to abide by these terms and conditions.

Miscellaneous

a. Consent to Jurisdiction

By using this Service, both you and we submit to the exclusive jurisdiction of the federal and state courts located in Phoenix, Arizona for the purposes of any law suit filed by you or us. If you or we wish to file a law suit or other legal action, you or we must do so in a state or federal court in Maricopa County, Arizona. You hereby waive any objection to these terms. If any legal action or any arbitration or other proceeding is brought in connection with these Terms and your use of the Service, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which we may be entitled. YOU AND WE ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THESE TERMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, YOU AND WE IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT YOU OR WE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS, THIS SITE OR THE SERVICES.

b. General

These Terms: (i) contain the entire agreement between you and us with respect to the Site and the Services; It supersedes all oral agreements, and all prior written agreements; (ii) are governed by, and will be construed and enforced in accordance with, the laws of the State of Arizona without giving effect to any conflict of laws rules; and (iii) are binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. You may not assign your rights or delegate your obligations hereunder to any third party. Any waiver of any breach or violation of any provision of these Terms will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of these Terms which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be

ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

c. Equitable Relief

You acknowledge and agree that you or we may be irreparably damaged in the event that these Terms are not performed as required herein, and that money damages alone may not be a sufficient remedy for such non-performance. Accordingly, you and we agree that that equitable and fair relief may be appropriate, and may include an order requiring you or us to cease engaging in a specific act, or it may require that you or us take specific action. In this event, neither you or us will be required to post a bond or other security or to prove actual damage or harm. Equitable relief shall not be deemed to be an exclusive remedy, but shall be in addition to all other available remedies.

d. Notice

You agree that we may provide notices to you by using one or more of the following methods: Posting them on this Site; Emailing them to an email address that you have provided; Sending them via text message to a mobile number you have provided; Or by mailing them to a postal address that you have provided. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by U.S. mail, which shall be deemed received by you no later than five (5) calendar days after it is mailed. You may provide notice to us at support@mybillingtree.com or 2800 North 44th Street, Suite 1100, Phoenix, AZ 85008, Attention: Customer Support. Notices sent to us will be deemed received upon our receipt of such notices.