BILLERS TERMS AND CONDITIONS (www.invoicecloud.com/termsandconditions)

1.   Definitions.

As used in the Agreement and in any Biller Order Form now or hereafter:

"Agreement" or "Biller Agreement" means these terms and conditions, any Biller Order Form, whether written or submitted online and any materials available on the Invoice Cloud website specifically incorporated by reference herein;

"Biller Data" means invoices and bills of the Biller;

"Chargeback" is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution that Biller previously presented to Invoice Cloud under this Agreement;

"Content" means the information and documents contained or made available to Biller by Invoice Cloud in the course of using the Service;

"Customer" shall include customers, taxpayers and users of services of Biller;

"Customer Data" means any data, information or material provided or submitted by Biller or its Customers to the Service or the Biller's customers and/or payers in the course of using the Service;

"Effective Date" means the earlier of either the date this Agreement is accepted by executing a Biller Order Form;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, integration components and application programming interfaces thereof, and forms of protection of a similar nature anywhere in the world;

"Invoice Cloud" means collectively Invoice Cloud, Inc., a Delaware corporation;

"Invoice Cloud Technology" means all of Invoice Cloud's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Biller or otherwise developed by Invoice Cloud in providing the Service;

"Payment Instrument Transaction" is transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, authorized and established between a Customer and a credit card association or issuer, or representatives or members thereof that Biller accepts from Customers as payment for the Services. Payment Instrument Transactions include, but are not limited to, transactions processed by credit and debit cards, ACH, EFT and Check 21 transactions, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Order Form)" or "Biller Order Form" means the form evidencing the initial subscription for the Service and any subsequent Biller Order Form, specifying, among other things, the services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Biller Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Biller Order Form, the terms of this Agreement shall prevail);

"Reserve Account" means a Biller account which is maintained in order to protect Invoice Cloud against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy the other obligations under the Agreement.

"Service(s)" means Invoice Cloud's billing and payment service, the Content, the Invoice Cloud Technology and other corporate services identified on the Biller Order Form, developed, operated, and/or maintained by Invoice Cloud, accessible via www.invoicecloud.com or another designated web site or IP address, or ancillary online or offline products and services provided to Biller by Invoice Cloud, to which Biller are being granted access under this Agreement, including the Invoice Cloud Technology and the Content;

"Submitter" means the Biller's status under the Agreement and Order Form where Biller's Customers submit Transaction Data directly to the payment processor or credit card processor who then processes the Transaction Data with the associated convenience fee being paid to Invoice Cloud and Invoice Cloud being responsible to pay the applicable convenience to the payment processor.

"Transaction" is a transaction conducted between a Customer and Invoice Cloud (on behalf of Submitter) utilizing either a Payment Instrument or a bill presentment in which consideration is or to be exchanged or tax is or to be due between the Customer and Biller;

"Transaction Data" means is the written or electronic record of a Transaction, including but not limited to an authorization code or settlement record and Biller Data.

2.   Biller's Responsibilities Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Biller may not: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iii) attempt to gain unauthorized

access to the Service or its related systems or networks. Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller agrees to provide Invoice Cloud with complete and accurate billing and contact information. This information includes Biller's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Biller agrees to update this information within 30 days of any change to it.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose any refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested.

Any change in a return/ cancellation policy with the transactions underlying the Transaction Data must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change.

If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment with respect to Transactions under the Service cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor, with respect to credit card transactions, may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law.

Individual users, when they initially log in, may be asked whether or not they wish to receive marketing and other non-critical Service-related communications from Invoice Cloud from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference under http://www.invoicecloud.com/privacy.html. Note that because the Service is a hosted, online application, Invoice Cloud occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

The following is applicable is to any Biller who is a Submitter , and to AMEX credit card charges:

As to all Transactions Biller submits to Invoice Cloud for processing, Biller represents and warrants that:

(1) The Transaction Data represents payment or refund of payment, for a bona fide transaction.

(2) The Transaction Data represents an obligation of the Customer for the amount of the Transaction and the accuracy of all Transaction Data.

 (3) The Transaction Data does not involve any element of credit for payment of a previously dishonored payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the customer.

(4) The Transaction Data is free from any material alteration not authorized by the Customer.

(5) The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim.

(6) Neither Biller nor its employees has advanced any cash to the Customer in connection with the Transaction, nor have you accepted payment for effecting credits to a Customer.

(7) Biller has made no representations or agreements for the issuance of refunds except as it states in your return/cancellation policy, which has been previously submitted to Invoice Cloud in writing, and which is available to the Customer.

(8) Any transaction submitted to Invoice Cloud to credit a Customer's account represents a refund or adjustment to a Transaction previously submitted to Invoice Cloud.

(9) Biller has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject Transaction Data is in any manner impaired. The Transaction Data is in compliance with all applicable laws, ordinances, and regulations. The Transaction Data is originated in compliance with this Agreement and any applicable agreements.

(10) For a Transaction where the Customer pays in installments or on a deferred payment plan, a Transaction Data record has been prepared separately for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Invoice Cloud for processing, shall be deemed to be a part of the original Transaction.

(11) Biller has not submitted any Transaction that it knows or should have known to be either fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.

(12) All Transaction Data is complete and accurate (including with respect to total due fields) and Invoice Cloud is not liable or responsible for any incomplete or inaccurate Transaction Data.

3.   **Chargebacks**   If Biller is subject of excessive Chargebacks, in addition to our other remedies under this Agreement, Invoice Cloud (or the payment processor) may take the following actions: (i) request that Biller in every case commence issuing refund and related payments directly to Customer; (ii) notify Biller of a new rate that will be charged to process Chargebacks; (iii) collect from Biller an amount reasonably determined by Invoice Cloud (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines or request a Reserve Amount (where a Reserve Account is noted under the Biller Order Form or as otherwise required under the terms of this Agreement or other agreement with Invoice Cloud or any payment processor); or (iv) terminate the Agreement.   Biller also agrees to pay any and all penalties, fees, fines and costs assessed against Invoice Cloud (or the payment processor) relating to your violation of this Agreement, or other agreement related thereto.

Biller agrees that it is fully liable if any Transaction, for which Invoice Cloud has provided Biller credit or paid Biller, is the subject of a Chargeback or ACH rejects or reversals or other refunds or credits. To the extent Invoice Cloud has paid or may be called upon to pay a Chargeback, refund or adjustment for or on the account of a Customer and Biller does not reimburse us as provided for in this Agreement, or has insufficient funds to draw from in the Billers Debit Account (to the extent applicable as provided in Section 4 below) then for the purpose of our obtaining reimbursement of such sums paid or anticipated to be paid, Biller shall indemnify, defend and hold Invoice Cloud harmless therefrom. The Billers Debit Account will contain sufficient funds to cover any estimated exposure based on reasonable criteria for Chargebacks, ACH rejects or reversals, credits, returns, and all additional liabilities anticipated under this Agreement, including, but not limited to Chargebacks, fines, fees and penalties. Invoice Cloud may (but is not required to) apply funds in the Billers Debit Account (to the extent applicable as provided in Section 4 below) toward, and set off any funds that would otherwise be payable to Biller against, the satisfaction of any amounts which are or may become due from Biller pursuant to this Agreement. Invoice Cloud may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller's customers.

The following are some of the most common reasons for Chargebacks; in no way is this intended to be an exhaustive list of possible Chargeback reasons:

(1) Failure to issue a refund to a Customer as required.

(2) Invoice Cloud did not receive Biller's response to a Retrieval Request within 7 days or any shorter time period required by the Payment Brand Rules.

(3) A Customer disputes the Transaction, or claims that the Transaction is subject to a set-off, defense, or counterclaim.

Invoice Cloud may receive a Chargeback from a Transaction, an AMEX credit card Service or otherwise, where the possibility of Chargebacks are noted as part of the Service. Some common reasons for Chargebacks are listed. In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller's Debit Account). In addition, Biller shall be responsible to Invoice Cloud for charges against any reserves required by payment or credit card processors; and any Chargebacks, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization.

4. Certain Contractual Terms.

Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) charge against any reserves required by payment or credit card processors; (ii) a Chargeback, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization; (iii) that use of any Customer Data infringes the rights of a third party; (iv) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's Users of this Agreement including without limitation incomplete or inaccurate Transaction Data; or (v) relating directly or indirectly to Biller's or its authorized users' use of the Service. Invoice Cloud may receive a Chargeback from a Transaction where Biller has a submitter agreement, an AMEX credit card Service or otherwise, where the possibility of Chargebacks are noted as part of the Service. Some common reasons for Chargebacks are listed at www.invoicecloud.com/termsandconditions. In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller's Debit Account).

INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

To the extent that the Biller's Agreement does not have a Biller indemnification or limitation of liability clause respectively, the above clauses shall control and be binding on the Biller.

6.   **Biller Deposit Account Automatic Debit (Applicable where Biller Debit Account has been designated on the Biller Order Form)**

Where Biller authorizes Invoice Cloud's receipt of all fees and periodic fees referenced in the Biller Order Form - from payments made by Customers, or from credit card processors, bank card issuers, payment associations, ACH and check processors, as applicable. Except where prohibited by applicable law, Biller shall establish a Deposit Account(s) whereby Invoice Cloud will automatically withdraw from the Biller's account(s) used for this purpose ("Biller's Debit Account(s)") the fees and periodic fees referenced in the Order Form and any Chargebacks, ACH rejects or reversals, refunds and other fees due hereunder resulting therefrom. Biller shall be responsible for and pay all fees or charges

relating to Biller's Debit Account and the automatic debit facility, in accordance with the terms thereof. In addition, with respect to any invoices and/or payments that are processed through the Service, the Biller's agreements with all such credit card processers, bank card issuers, ACH and check processers shall require remittance and payment to Invoice Cloud, of all fees and to no other account. Biller shall maintain sufficient funds in the Biller's Debit Account to pay all periodic fees, Chargebacks, ACH rejects, reversals refunds and other fees due hereunder resulting therefrom.