

ELITEPAY© TERMS AND CONDITIONS OF SERVICE
EFFECTIVE: November 15, 2014

These terms and conditions of service ("Terms of Service") apply to your use of this ElitePay© payment website (the "Website") and all transactions that you process or seek to process through Website and the ElitePay© bill payment service (the "Service"), made available by Alacriti Payments, LLC (the "Service Provider", "we", "us"). By accessing the Website or Service, you indicate that you agree to be bound by all provisions of these Terms of Service as they may be updated or amended from time to time, including the terms governing your ability to obtain REFUNDS. If you do not agree to all terms, you are not authorized to use the Website or Service. Because the Internet changes regularly, so may our Terms of Service. We may update these Terms of Service at any time by posting the amended terms on the Website. As used in these Terms and Conditions, the terms "Payor", "you" and "your" refer to a person or entity responsible to a Payee to make a Payment and who elects to make such Payment using the Service and "Payee" refers to the receiver of a Payment transmitted using this Website. "Payment" refers to a payment that you request to be made to a Payee using the Service. 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 in the United States of America. The term "bank card" means a credit card issued in the United States by American Express©, Discover©, Visa© or MasterCard© or an ATM/debit card issued by or through a financial institution located in the United States. The term "business day" means Monday through Friday, except for U.S. bank holidays.

1. ELIGIBILITY TO USE SERVICES.

The Service and Website may only be used within the United States and by persons who are at least 18 years of age and customers of Payees. Third-parties, including but not limited to commercial payment aggregators, may not use the Service or Website or submit Payments on behalf of a Payor. By using the Service, you represent and warrant that you are: (i) 18 years of age or older; (ii) a customer of Payee; and (iii) submitting the Payment from within the United States on your own behalf, or as an employee, owner or principal of the Payor. Service Provider reserves the right to limit, condition, modify or refuse access to the Service or Website to any person or entity for any or no reason.

2. COMPLIANCE.

You may use the Website and Service only in compliance with (a) these Terms of Service and (b) all applicable local, state, national, and international laws, rules and regulations (collectively, "Applicable Law"). You represent, warrant and certify to Service Provider that your use of the Service shall not in any way, directly or indirectly, violate Applicable Law.

3. CONVENIENCE FEES AND OTHER CHARGES.

Service Provider may charge you a fee ("Convenience Fee") for your use of the Service. However, no Convenience Fee will be charged unless it is disclosed to you first and you will have the option to not proceed with making a Payment to a Payee if you do not wish to pay the

associated Convenience Fee. Your bank card issuer and/or the financial institution where you have your bank account may require payment of a "cash advance" fee or other fees for certain charges or debits made by you. Please refer to the agreement that governs use of your bank card and/or bank account to understand your rights and liabilities as a bank card holder and/or account holder. If the issuer of your bank card rejects a charge or debit for any reason, or if there are insufficient funds in your bank account to cover a Payment that you have requested and related fees, the requested Payment will be reversed and the Payee will not receive payment. If this occurs, you will be liable for any fees or charges imposed by your bank card issuer or the financial institution where you maintain your bank account. You will also be solely liable to the Payee for any fees or penalties that may be charged as the result of a missed or late Payment.

4. AUTHORIZATION TO USE YOUR BANK CARD OR BANK ACCOUNT FOR PAYMENTS AND CONVENIENCE FEES.

You have provided us with details of a bank card or bank account to be used to make Payments which you authorize using the Service. Pursuant to the Payment options you select and authorize, we will charge your bank card or debit the bank account you have designated at the time and in the manner you have authorized to make payment to the Payee. Payments will be processed to the Payee through an ACH credit to the Payee's designated bank account, together with the transaction information pertaining to your payment. By authorizing a Payment to be made using the Service, you authorize Service Provider to charge or debit your bank card, or debit your bank account, for the amount of your Payment, any Convenience Fee that you have agreed to pay, and any other applicable fees. Payments and debits which you authorize must also be authorized and approved by the financial institution that issued your bank card or maintains your bank account. If Service Provider does not receive authorization from the bank card issuer to charge or debit your bank card, or from the financial institution at which your bank account is maintained to debit your bank account, for the amount of any Payment plus any related Convenience Fee and other fees, the Payment to Payee will not be processed.

5. TRANSACTION LIMITS.

Service Provider reserves the right to limit the maximum amount of a Payment, or to reject a requested Payment, for any or no reason. You agree not to make a Payment that will exceed any credit limit on your bank card, any applicable account transfer limits, or the balance of your bank account (including any overdraft allowances by your financial institution).

6. TIMING OF PAYMENTS.

Please allow at least two full business days for a Payment that you authorize through the Service to reach the Payee. Payments made using your bank card will be charged or debited on the day we receive your authorization and Payments made by ACH will be debited from your bank account on the first business day following your authorization. If your Payee does not accept payments on non-business days and you schedule a Payment on a date which is not a business day, or if a recurring Payment falls on a day which is not a business day, then we will process the Payment on the next business day thereafter.

7. CANCELLATION OF PAYMENTS.

You may not cancel a Payment once your bank card has been charged or your bank account has been debited, but you may cancel a scheduled Payment that has not yet resulted in a charge or debit to your bank card or bank account (eg., future recurring Payments). If you instruct us to cancel a scheduled Payment at least three (3) full business days prior to the day on which such Payment is scheduled to be made, and we fail to cancel such Payment, we will reimburse you the cost of the Payment and any associated fees.

8. REFUNDS.

Once your bank card has been charged or your bank account has been debited, refunds are available only for Payments and fees which we have processed or charged in error, and provided that such error is brought to our attention by you within ninety (90) days from the date on which the error occurred.

9. DATA PRIVACY AND DISCLOSURE.

Your privacy is important to us and we will always treat your transaction and personal data with care. However, under certain circumstances, transactions may be reported to federal, state, local or foreign authorities to comply with applicable law. In addition, we will cooperate with law enforcement in the prosecution of illegal activities to the fullest extent permitted by applicable law. Please refer to our Privacy Policy (shown below) for more information about how we may collect, use, and disclose your transaction and personal data.

10. LIMITATION OF LIABILITY; NO WARRANTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SERVICE MAY BE UNAVAILABLE FROM TIME TO TIME AND MAY BE DISCONTINUED WITHOUT NOTICE.

IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR DAMAGES, INCLUDING FOR DELAY, NONDELIVERY, NONPAYMENT OR UNDERPAYMENT OF ANY PAYMENT TRANSACTION, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, AND WHETHER BY SERVICE PROVIDER OR A THIRD PARTY, BEYOND THE SUM OF \$500 (IN ADDITION TO REFUNDING THE PAYMENT AMOUNT, AS RELEVANT, AND THE RELATED CONVENIENCE FEE, IF ANY).

THE SERVICE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF SERVICE PROVIDER'S CONTROL, INCLUDING BUT NOT LIMITED TO INTERNET DISRUPTIONS, AND FAILURES OF ANY DATA OR TELECOMMUNICATIONS

EQUIPMENT, SYSTEM OR NETWORK USED IN CONNECTION WITH THE SERVICE. SERVICE PROVIDER ASSUMES NO LIABILITY FOR DISRUPTIONS OF THE SERVICE.

SERVICE PROVIDER DOES NOT GUARANTEE THAT THE WEBSITE OR SERVICE IS SECURE OR IMPREGNABLE. SERVICE PROVIDER WILL NOT BE RESPONSIBLE IN THE EVENT OF SECURITY BREACH OR INFILTRATION OF ITS SECURITY SYSTEMS, PROVIDED THAT THE SERVICE PROVIDER HAS USED REASONABLE EFFORTS TO PREVENT ANY SUCH BREACH OR INFILTRATION.

SERVICE PROVIDER IS NOT LIABLE FOR ANY FAILURE TO MAKE A PAYMENT RESULTING FROM INSUFFICIENT FUNDS IN YOUR BANK ACCOUNT OR IF WE DO NOT RECEIVE AUTHORIZATION FROM YOUR BANK CARD ISSUER OR FINANCIAL INSTITUTION TO CHARGE OR DEBIT YOUR BANK CARD OR BANK ACCOUNT.

YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE AND PERFORMANCE OF THE SERVICE REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

SERVICE PROVIDER DOES NOT GUARANTEE THAT ANY PAYMENTS YOU ATTEMPT TO MAKE TO THE PAYEE SHALL BE ACCEPTED BY THE PAYEE OR SHALL BE PROPERLY CREDITED TO YOU BY THE PAYEE. YOU AGREE THAT SERVICE PROVIDER SHALL HAVE NO LIABILITY FOR THE WRONGFUL ACTS, NEGLIGENCE OR ERRORS OF THE PAYEE OR ANY THIRD PARTY ACTING AS AN AGENT OF THE PAYEE, INCLUDING THE FAILURE TO PROPERLY ACCOUNT FOR THE PAYMENT YOU MAKE TO THE PAYEE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASES, SERVICE PROVIDER'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

11. INDEMNITY.

You agree to indemnify, defend and hold harmless Service Provider, 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) incurred by the Indemnified Parties in connection with any third-party 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 of Service or Applicable Law. Service Provider 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 settle any matter that is subject to indemnification by you without the prior written consent of Service Provider.

12. CONSENT TO ELECTRONIC DELIVERY OF FUTURE DISCLOSURES AND COMMUNICATIONS.

You consent to receive all future disclosures (including, without limitation, changes to these Terms of Service and any disclosures required under federal or state laws relating to privacy or

electronic fund transfers) and other communications with you by posting on the Website, or by email to you at the primary email address which you have provided. You agree to notify us promptly if your primary email address changes. If you wish to revoke this consent, you may do so by sending an email to support@billerpayments.com.

13. INTELLECTUAL PROPERTY.

The Website, the Service, and all intellectual property pertaining thereto or contained therein ("Intellectual Property"), including but not limited to copyrights, patents, database rights, trademarks and service marks, are owned, except as otherwise expressly stated, by Service Provider and shall remain, as between you and Service Provider, the sole property of Service Provider. You may not modify or create derivative works from any Website code, design, text, or images ("Website Content") and, except as otherwise expressly stated herein, Website Content may not be copied, transmitted, displayed, published, posted, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without the Service Provider's prior written consent, except to the extent permitted by the Copyright Act of 1976 (17 U.S.C. § 107), as amended, and then, only with notices of the Service Provider's proprietary rights. You agree not to use any robot, spider, scraper or other automated device to access the Website or Service. You are granted permission to display on your computer, print and download the Website Content for your personal use, so long as you do not remove any copyright or other Intellectual Property notice as may be contained therein. The names Alacriti Payments, ElitePay© and other names and indicia of ownership of the Service are the exclusive marks of Service Provider or other third parties. Other product, service and company names appearing on the Website may be trademarks of their respective owners.

14. LINKS TO OTHER SITES.

The Website may contain links to third party websites or resources. When you access third party websites or resources, you do so at your own risk. These other websites and resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of third party websites or resources. The inclusion of any such link does not imply endorsement by us. You further acknowledge and agree that Service Provider shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any third party website or resource.

15. GOVERNING LAW AND JURISDICTION.

These Terms of Service and all rights and obligations hereunder, including but not limited to matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New Jersey. You hereby: (i) irrevocably submit to the exclusive jurisdiction of New Jersey state or federal courts in any action or proceeding arising out of or relating to these Terms of Service; and (ii) irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in such New Jersey state or federal

court. You hereby irrevocably waive, to the fullest extent you may legally do so, any rights to a trial by jury in such action or proceeding and the defense of an inconvenient forum to the maintenance of such action or proceeding. You agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

16. MISCELLANEOUS.

If any term of these Terms of Service is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of the Terms of Service will remain in full force and effect. No waiver of any right hereunder will be deemed effective unless contained in writing signed by a duly authorized representative of the party against whom the waiver is to be asserted, and no waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future rights arising out of these Terms of Service. These Terms of Service supersede all prior Terms of Service, agreements, proposals, negotiations, representations or communications relating to the subject matter. Service Provider may assign its rights hereunder without notice to you. Neither you nor Service Provider shall be liable for failure to fulfill obligations hereunder if such failure is due to any cause or condition beyond such party's reasonable control, including but not limited to natural disaster, acts of God, strikes, fire, floods, war, riots, electrical power failure, communications failure, and decrees of government bodies. The Website and Service may not be accessed or used by any person or entity, or in any jurisdiction, where such distribution or use would be contrary to law or regulation.

ONLINE PRIVACY POLICY
ALACRITI PAYMENTS, LLC
Effective Date: November 15, 2014

This privacy policy ("Privacy Policy") applies to your use of this ElitePay© bill payment website (the "Website") and all transactions that you process or seek to process through the Website and the ElitePay© online bill payment service (the "Service"), made available by Alacriti Payments, LLC ("we", "us").

By accessing the Website or Service, you indicate that you accept the terms of this Privacy Policy, as it may be updated or amended from time to time, and agree to the collection, storage and transfer of your Personal Information (as defined below) in compliance with the terms of this Privacy Policy. If you do not agree to the privacy practices described in this Privacy Policy, you are not authorized to use the Website or Service.

Protecting your privacy is important to us. Because privacy laws and security technology change regularly, so may our Privacy Policy. We may update this Privacy Policy at any time by posting the amended terms on the Website. It is your responsibility to check this page periodically for changes. If changes are made, we will notify you by clearly stating the new Privacy Policy effective date at the top of the Privacy Policy.

What Information Do We Collect from You and How?

In connection with your access to or use of the Site or the Services, we may request and/or collect from you certain information that personally identifies you, including without limitation your user name and password, first and last name, address, phone number, email address, government identification numbers (eg., driver's license or Social Security number), account balances and transaction history, credit history and payment history, and other information (collectively, "Personal Information").

In addition to the personal information described above, we may collect certain information about your use of the Website or Service, in order to improve your user experience or the Website or Service, generally. For example, we may capture the IP address of the device you use to connect to the Website or the type of operating system and browser you use. If you access our Website using a mobile device, we may collect information such as what type mobile device you are using or your device settings.

Some personal information, such as your name, email address and credit card details, you may provide to us when you register to use the Service or request a payment transaction. Other information may be captured through the use of "cookies". A cookie is a small string of text that a website can send to your browser, for the purpose of enhancing your visit to the website. A cookie cannot retrieve any data from your hard drive, pass on computer viruses, or capture your email address. We may use cookies to personalize your Website visit, securely store your user ID and password, identify which parts of the Website have been visited and/or keep track of other information that you voluntarily provide. You can set your computer settings to alert you when a cookie is being placed. You may also clear all cookies saved to your computer by using the relevant selection in your internet browser.

We may also use cookies to identify information such as your computer's operating system and browser type, version, and capabilities (such as whether JavaScript is enabled and cookies are accepted), your Internet Protocol (IP) address, the time and date of your visit, the referring site (if applicable), as well as screen resolution, color and depth.

How Do We Use Information That We Collect from You?

We may utilize Personal Information for the purposes of providing, analyzing, personalizing or improving the Website or the Service, or developing new services. This means that we may use your Personal Information, among other purposes, to process your transactions, validate your identity or creditworthiness, gather information about Website access, usage and performance, enhance your customer experience, report to credit bureaus, or as otherwise required or permitted by law. Our employees and agents will access your Personal Information, as necessary, to provide customer support and troubleshoot problems. We may also use your Personal Information to seek to prevent fraud and enhance the security of our Service, for complying with and enforcing applicable legal requirements or industry standards, or for any other purpose that we disclose to you and to which you consent at the time of collection of the Personal Information.

When you send email or other communications to us, we may retain those communications in order to process your inquiries, respond to your requests and improve the Website and the Service.

How May We Share Your Personal Information with Third Parties?

We may share Personal Information with trusted service providers with whom we work, such as data processors and companies that help us market products and services to you. When permitted or required by law, we may also share Personal Information with third-parties for purposes including response to legal process.

How Do We Protect Your Personal Information?

Alacriti Payments, LLC, endeavors to protect your Personal Information by using reasonable physical, electronic and procedural safety measures. This includes device safeguards and secured files, databases and buildings.

Although we have put in place procedures to safeguard the Personal Information that we collect via the Website and Service, WE DO NOT GUARANTEE THAT INFORMATION COLLECTED VIA THE WEBSITE OR SERVICE IS OR WILL BE COMPLETELY SECURE FROM MISAPPROPRIATION BY HACKERS OR FROM OTHER DISHONEST OR CRIMINAL ACTIVITIES OF THIRD-PARTIES, OR IN THE EVENT OF A FAILURE OF COMPUTER HARDWARE, SOFTWARE, OR A TELECOMMUNICATIONS NETWORK.

Please note that information you send to us electronically may not be secure when it is transmitted to us. We recommend that you do not use unsecure channels to communicate sensitive or confidential information (such as your Social Security number) to us.

Review, Modification and Deletion of Personal Information

If you ever wish to review your Personal Information, or to have your Personal Information updated, changed, modified or deleted, you may contact us by mail, fax, or e-mail at the addresses indicated below:

Alacriti Payments, LLC
50 Cragwood Road, 120
South Plainfield, NJ 07080
support@billerpayments.com

Children's Privacy

We do not knowingly collect or maintain Personal Information through the Website or the Service from persons under 13 years of age, and no part of the Website or the Service is directed to persons under 13. If you are under 13 years of age, then please do not use or access the Website or the Service at any time or in any manner.

Advertising and Links to Third Party Websites

Third-party advertisers serve ads and collect information on the Website. These third party advertisers may also use cookies on this Website.

We do not have control over third-party websites, or their information collection practices. The practices of third-party websites are not covered by this Privacy Policy. We recommend that you consult the privacy policies of the third-party websites or contact their providers directly for information about their privacy practices. We assume no liability for the practices of third-party websites.

Access from Outside the United States

The Service is intended for use only from within the United States.

Compromise of Personal Information

In the event that Personal Information is compromised as a result of a known or suspected breach of security, we will promptly notify those persons whose Personal Information has been compromised, as required by applicable law.

Questions or Concerns?

If you have any questions regarding this Privacy Policy or our information practices, or any concerns about the security of your personal information, please contact us at 908-791-2916.