

This Service Description is part of the Treasury Services Master Agreement, Global Treasury Management Services Master Agreement, or other master agreement for treasury services (the “*Master Agreement*”) in effect between you and BMO Bank N.A. (“we,” “*our*” or “*us*”). This Service Description is part of the Master Agreement and is subject to all of the terms and conditions contained therein. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement or, if not defined therein, in the applicable Account Agreement. Any capitalized terms not otherwise defined herein, in the Master Agreement, or in the applicable Account Agreement shall have the meanings ascribed thereto under the NACHA Rules (as hereinafter defined).

## **1. Services.**

We will provide a platform for you to present billing information to and collect payment from your customers (the “*Payors*”) over the Internet (the “*Service*”). The Service may also include the processing of automated telephone payments from your Payors.

The platform will allow you to access reports and remittance information regarding payments made to you, to manage those payments, and to originate payments from your customers to your Account that has been designated for use with the Service.

## **2. Your Representations and Warranties.**

You represent and warrant to us that:

- (a) You and the Payors are using the Service solely for legitimate business purposes and not as a conduit for money laundering or other illicit purposes;
- (b) None of the transactions to be processed by us through the Service are prohibited by any applicable law, regulation, rule, order, or judgment;
- (c) None of your employees or the Payors are nationals of any designated blocked country or are “Specially Designated Nationals,” “Blocked Entities,” “Specially Designated Terrorists,” “Specially Designated Narcotics Traffickers,” or “Foreign Terrorist Organizations,” each as defined by the United States Department of Treasury Office of Foreign Assets Control (“OFAC”);
- (d) You shall use the Service solely to process payments made directly to you and not on behalf of any other person or entity;
- (e) You shall not use the Service to process payments made from accounts located outside of the borders of the United States of America; and
- (f) You shall obtain authorization from each Receiver prior to requesting an Entry to that Receiver's account and shall retain proof of each Receiver's authorization for a period of two (2) years after receipt or termination of the authorization, whichever comes later, or for the appropriate period designated by the rules of the National Automated Clearing House Association (the “*NACHA Rules*”).

## **3. Service Usage Information.**

Upon our request, you shall provide us with certain information concerning your expected usage of the Service including, but not limited to: business purpose, Payor type, transaction volume, and average transaction value (collectively, the “*Information*”). Any such Information you provide to us will reflect your best estimate with respect to such Information that is available to you at the time such Information is provided. You agree that we shall have the right, in our sole discretion, to elect not to process transactions inconsistent with the Information and to suspend or terminate the Service immediately without notice to you if we have reason to believe that you knowingly or negligently provided inaccurate Information to us.

#### **4. Liability of the Parties; Indemnity.**

In addition to any other limitations of liability and indemnities set forth in the Master Agreement:

- (a) You acknowledge and agree that you are liable for all liabilities, costs, losses, claims, damages, penalties, and expenses ("Costs") resulting from any of the Payors' use of your Website, including the redirection of a Payor from your Website to Websites of third parties, other than our Website.
- (b) You agree that we shall not be liable for any Costs you incur as a result of any action taken by us in accordance with Section 3, above.
- (c) You will indemnify us for and hold us harmless from any Costs associated with any billing disputes arising between you and any Payors.
- (d) You will indemnify us for and hold us harmless from any Costs resulting from your breach of any representations or warranties contained in Section 2 of this Service Description.

#### **5. Compliance with Law and Applicable Rules.**

When using the Service and processing ACH or card payments, you must remain in compliance with the NACHA Rules, any card issuer rules, such as VISA® International and MasterCard® International rules, all applicable federal, state and local laws, rules and regulations including, but not limited to, Federal Reserve Regulation E, all applicable Federal Reserve Operating Circulars, Title 31 of the Code of Federal Regulations Part 210, and regulations and requirements of the Office of Foreign Assets Control ("OFAC").

#### **6. No Agency; Third Party Beneficiaries.**

Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

Except as expressly provided in this Service Description, nothing in this Service Description is intended to confer any rights/remedies under or by reason of this Service Description on any third party, including any Payor.

#### **7. Use of Service Post-Termination.**

If we terminate the Service Description we may, in our sole discretion, permit you to continue to use the Service to process payments from Payors for a commercially reasonable period of time, which shall not exceed thirty (30) calendar days, to transition the Service to a successor financial institution.

#### **8. Required Equipment; Security Procedures and Attestation.**

You agree to: (a) provide and maintain at least one personal computer or equivalent ("PC") with the minimum hardware and software processing capability as we may recommend from time to time; and (b) physically restrict and otherwise limit access to this PC, the software and the hardware. The ability to access the PC and any equipment used in conjunction with the Service and your ability to access our systems and transmit data to us must be protected by your use of passwords and user identifiers in order to prevent unauthorized access and the unauthorized transmission of data to us. We may also provide you with, or require you to establish a security token, digital certificate, encryption key, security phrase, and/or challenge questions and/or other procedures (collectively with passwords and user identifiers, "Security Procedures") to access the Service. We reserve the right to amend the Security Procedures, with or without prior notice to you. You agree to comply and safeguard the confidentiality and security of the Security Procedures applicable to you and to notify us immediately if you have any reason to believe that security or confidentiality has been or may be breached or compromised. Your use of the Service hereunder constitutes your agreement to and acceptance of your Security Procedures as commercially reasonable and as a means of authenticating data received by us from or on behalf of you. You acknowledge that the Security Procedures are used only to verify the authenticity of, and not detect errors in, the data received by us. You agree that we may rely upon and shall have no liability for accepting and processing in good faith any data purportedly sent by you using your Security Procedures, whether or not it was actually sent by you. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with electronic transmissions or the Internet. You hereby agree to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

We may from time to time request information from you in order to evaluate a continuation of the Service to be provided by us hereunder and/or adjust any limits set by us with respect to the Service. You agree to provide the requested financial information immediately upon request, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Service Description or the Service and to request reports from credit bureaus and reporting agencies for such purpose. You agree that if requested by us, you will complete a self-assessment of your operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by us in an audit of you. If you refuse to provide the requested financial information, or if we conclude, in our sole discretion, that the risk you present is unacceptable, or if you refuse to give us access to your premises, we may terminate the Service according to the provisions of the Master Agreement.

THIS SERVICE DESCRIPTION HAS BEEN EXECUTED AS PROVIDED IN THE SCHEDULE OF SERVICES FORMING A PART OF THE MASTER AGREEMENT.