

# BMO Bill Connect Terms of Service

These Terms of Service (“Terms”), together with the documents and policies incorporated and referenced in these Terms, are a contract (the “Agreement”) between you (“You”, “Your”, “Yourself”, and/or “User” as defined in Section 2 below), BMO Bank N.A. (“Bank”), and Bill.com, LLC (along with its affiliates, successors and assigns, “Bill.com”). The Terms and its Schedule form part of and are incorporated into any agreements or terms of service (“Bank Terms”) agreed to by You related to Your banking relationship with Bank, and govern Your use of BMO Bill Connect and related services offered by Bank and provided by Bill.com (collectively, the “Service”). If there is a conflict between these Terms and the Bank Terms, these Terms will control with regard to Your use of BMO Bill Connect and Your relationship with Bill.com, and the Bank Terms will control Your banking relationship with Bank or Your use of any products or services offered by Bank other than BMO Bill Connect. The Service provides a platform that enables You to make payments to third parties (“Vendors”), receive payments from third parties (“Customers”), manage Your accounts payable and accounts receivable electronically, and related services. Bill.com is a money services business and a licensed money transmitter, and the provider of money transmission services for the Service. Your level of access to the features and functionalities offered through the Service will depend on Your account type. You should read these Terms carefully.

By electronically accepting this Agreement or using the Service, You consent to and agree to comply with these Terms. This Agreement includes and You are consenting to:

- Bank’s Privacy Notice
- Bill.com’s [Acceptable Use Policy](#)
- Payment [network rules](#), as applicable
- Any terms or conditions provided separately to You through BMO Bill Connect, including but not limited to any product or program terms, ordering, activation, promotion terms, or data processing agreement.
- BMO Bill Connect Pricing Schedule

**When You agree to these Terms and accept this Agreement, You do so on behalf of all Collaborators (defined below), as well as on behalf of the User, Customer(s) and Vendor(s) to the extent provided in these Terms. You are responsible for obtaining all consents and authorizations required to accept this Agreement for Users, Collaborators, Customers and Vendors.**

**USING THE SERVICE ON BEHALF OF ANOTHER:** If You use the Service on behalf of a legal non-natural person (an “**Organization**”), You represent and warrant that You (1) are duly authorized and empowered by and for that Organization to accept and agree to this Agreement on behalf of the Organization, and (2) agree to these Terms and accept this Agreement on behalf of the Organization. You also represent and warrant that You are duly authorized and empowered to use the Service on behalf of the Organization under the Terms of this Agreement.

**AGREEMENT TO ARBITRATE:** You understand that this Agreement contains an agreement to arbitrate disputes between You and Bill.com (“**Agreement to Arbitrate**”), and You agree to the Agreement to Arbitrate as well as the included jury trial and class action waiver.

## Privacy

By enrolling in BMO Bill Connect or using the Service, You acknowledge and consent to Bill.com's **Privacy Notice**, which governs Bill.com's collection, use, sharing, and protection of Your information in connection with the Service.

## Using the BMO Bill Connect Service

Eligibility to Use BMO Bill Connect: You represent and warrant that: (a) You, the User and Collaborators, are at least 18 years of age and reside in the United States; (b) You have not previously been suspended or removed from BMO Bill Connect or any other product or service offered by Bill.com; and (c) You will provide all documentation requested by Bill.com, included as needed to verify Your identity and creditworthiness. You understand and agree that business with Canadian addresses, persons under the age of 18 years or located outside of the United States, and/or with bank checking accounts held outside of the United States are not eligible to and may not use BMO Bill Connect.

Third Party Service Providers: You grant to Bill.com and Bill.com reserves the right to use third parties to provide or facilitate the Service. If Bill.com uses third parties to provide or facilitate the Service, Bill.com will remain responsible to You for providing the Service under this Agreement.

Account Administrator and Payer: Each BMO Bill Connect account must have only one "**Administrator**" that must also be the only Payer, as defined in Section 9 below, to manage and control access to the BMO Bill Connect account. The Administrator may entitle a person (the "**User**"), or revoke entitlements, to use and access the Service through BMO Bill Connect. Information about User and its use of the Service may be provided by Bill.com to the Administrator. The Administrator is responsible for all actions or inactions of the User that are not in compliance with this Agreement.

Collaborators: The Administrator can invite and authorize "**Collaborators**", who are Users with limited rights and access to the Service. Depending on the settings chosen by the Administrator, the Collaborator may be granted a range of entitlements and permissions within the Service. However, a Collaborator cannot be entitled by the Administrator to request or make any payment through the Service. If You are an Administrator and You authorize Collaborators to use the Service, You understand and agree that: You accept this Agreement on behalf of each Collaborator; You are responsible for informing each Collaborator of these Terms and this Agreement; and You are responsible and liable for the actions or inactions of a Collaborator that are not in compliance with this Agreement.

Updates to the Service: Bill.com reserves the right to, from time to time to: update the Service; and/or make new applications, tools, features or functionalities available through the Service, the use of which may be contingent upon Your agreement to additional Terms. Bill.com and Bank reserve the right to discontinue the Service, or certain applications, tools, features or functionalities of the Service, for any reason at any time, in Bill.com's sole discretion, without any liability to You.

## Account Security

Login Credentials for Collaborators: A Collaborator will be required to enroll directly with Bill.com, provide any information requested by Bill.com, and establish "**Login Credentials**" including by creating a strong password and providing a device on which to receive a multi-factor authentication code, one-time password or any similar authentication token or mechanism, unless the Collaborator has existing Login Credentials for Bill.com. BMO Bill Connect account access for the Administrator will be through Bank's login and security procedures ("**SSO**").

Commercially Reasonable Security Procedures: You acknowledge and agree that the security procedures provided by Bank and Bill.com in connection with the Service are a commercially reasonable method of verifying Your identity and payment instructions, providing security against unauthorized payment instructions and fraud, and protecting Your BMO Bill Connect account.

Account Compromise: You agree to immediately notify Bank and Bill.com if You believe that Your BMO Bill Connect account has been compromised or accessed without authorization, or that someone has attempted or may attempt to make or request payments through Your BMO Bill Connect account without authorization.

**To the extent allowed by law, You agree to be bound by all payment instructions or transactions initiated in compliance with Bank's or Bill.com's security procedures and this Agreement, whether or not authorized. You agree that You will be liable for all losses or payments resulting from (1) the theft, loss, compromise, or unauthorized use of Your Bill.com account or User Login Credentials and/or (2) any losses or unauthorized payments resulting from any fraudulent or illegal compromise of Your systems or processes. You agree that You will be responsible and liable for payments or transfers containing inaccurate instructions or other errors, unless limited by law.**

## Rights Bill.com Grants to You

License Bill.com Grants to You: Subject to this Agreement, Bill.com grants You a personal, limited, non-exclusive, non-assignable, non-transferable and non-sublicensable license to access and use the Service, including without limitation the software that enables the Service, together with any updates, bug fixes, help content, and other related materials that Bill.com provides to You (collectively, the "**Software**"), solely for Your own use for so long as You are entitled to use the Service. You acknowledge and agree that if You are in violation of this Agreement, Bill.com may, in its sole discretion and without notice to You, immediately suspend or terminate Your license and/or access to the Service.

Reservation of Rights by Bill.com: Bill.com reserves and retains all rights in the Service not expressly granted to You in this Agreement. The Service is protected by copyright, trade secret, and other intellectual property laws. Bill.com and its licensors, if any, own the title, copyright, and other worldwide intellectual property rights in the Service and all copies thereof. This Agreement does not give You any rights in Bill.com's or its licensors' intellectual property, including its trademarks or service marks.

### Restrictions on Use

**Acceptable Use Policy:** You agree that You will use the Service only as permitted by Bill.com's [Acceptable Use Policy](#). Bill.com reserves the right, in its sole discretion, to update or change the Acceptable Use Policy at any time. You are solely responsible for ensuring that Your use of the Service complies with Bill.com's current Acceptable Use Policy.

**Service for Authorized and Lawful Purposes Only:** You agree that You will use the Service only as permitted by applicable law and exclusively for authorized purposes, consistent with this Agreement. You will not, and You will not allow any third party, to:

- access, monitor, or attempt to access or monitor any Bill.com materials, systems, programs, or data that are not available for Your or public use;
- access, monitor, or attempt to access or monitor any Bill.com materials, systems, programs, or data in any way not expressly permitted under this Agreement;
- copy, reproduce, republish, upload, post, transmit, or distribute in any way material or content from the Service;
- work around any technical limitations in the Software or Service, or decompile, disassemble, or otherwise reverse engineer the Software or Service;
- perform or attempt to perform any actions that could interfere with the proper operation of the Software or Service, prevent access to or use of the Software or Service by Bill.com's other licensees or users, or impose an unreasonable or disproportionately large load on Bill.com's infrastructure;
- intentionally distribute malware, viruses, worms, Trojan horses, corrupted files, spyware, adware, or other items of a destructive or deceptive nature through the Service;
- perform any fraudulent activity, including but not limited to impersonating any person or entity, claiming a false affiliation accessing any other Service account without permission, or falsifying Your information;
- export the Service, which may be subject to export restrictions imposed by US law;
- use or upload any harmful, obscene, abusive or offensive language through the Service;
- use or alter any intellectual property of Bill.com, except as permitted under this Agreement;
- transfer or assign the rights granted to You under this Agreement; or
- otherwise use the Service except as expressly allowed under this Agreement.

**Unauthorized Payments:** You acknowledge and agree that You will not use the Service for payment of alimony, child support, or other court-directed or government payments, fines or penalties, or payments to settle securities transactions. You also acknowledge and understand that the Service is not recommended for the payment of taxes.

**No Assignment or Transfer:** You may not assign or transfer the Agreement, in whole or in part, without Bill.com's written consent. Any attempted assignment or transfer in violation of this Section or

this Agreement will be null and void. Bill.com may assign its rights or delegate its obligations hereunder without Your consent. Subject to these restrictions, the Agreement will inure to the benefit of the successors and permitted assigns of the parties.

**No Office of Foreign Asset Control ("OFAC") Sanctions:** You represent and warrant that (i) You are not located in a country that is subject to U.S. Government sanctions, embargos, or that has been designated by the U.S. Government as a Specially Designated National ("SDN") or "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.

**No Marketing:** If Bill.com provides You with information about another user of the Service, You acknowledge and agree that You will not use the information for any purpose other than the purpose for which the information is provided to You. You may not disclose, sell, rent, or distribute another user's information for any purpose unrelated to Your use of the Service. You may not use the information for marketing purposes, unless You separately obtain the consent of the specific user to do so.

**Not a "Business Associate" under HIPAA:** You acknowledge and agree that Bill.com is not, and will not at any time be, a "business associate" of any user of the Service, including You, for the purposes of The Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). You agree that You will not send or transmit any electronic "Protected Health Information" (as defined in HIPAA) to Bill.com or otherwise in any manner through the Service. You are solely responsible for ensuring that Your use of the Service complies with all applicable laws and regulations, including HIPAA.

### Rights You Grant to Bill.com

**Right to Refuse to Make Payment:** You grant to Bill.com and Bill.com reserves the right to limit or to refuse to make, process, or issue any payment initiated or requested through the Service, in its reasonable discretion. Bill.com will use commercially reasonable efforts to provide notice promptly if Bill.com decides to limit or to refuse to make, process, or issue a payment. This notification is not required if the payment is prohibited by law or this Agreement.

**Transaction Limits:** When You use the Service, You grant to Bill.com and Bill.com reserves, in Bill.com's sole discretion, the right to impose limits on the amount of money sent through the Service, on a per transaction or a cumulative basis, and to change those limits at any time.

**Termination of Access:** Bill.com or Bank reserves the right to suspend or terminate Your access to the Service at any time, for any reason, in Bill.com's or Bank's reasonable discretion.

**Feedback:** If You provide any feedback to Bill.com concerning the functionality and performance of the Service (including identifying potential errors and improvements), You agree to assign to Bill.com all rights, title, and interest in and to such feedback, and Bill.com is free to use such feedback without payment or restriction, so long as such feedback is in an anonymized and de-identified format such that neither You nor Bank may be associated with the feedback.

**Right to Contact You:** As permitted by law, Your use of the Service provides Your consent to receive informational text messages from Bill.com at any telephone number provided in connection with Your BMO Bill Connect account. Bill.com may send text messages for any purpose consistent with this Agreement or our Privacy Notice, including to provide Collaborators the multi-factor authentication or a one-time password, or notify You regarding Your account. Standard rates and text charges may apply. As permitted by law, Your use of the Service provides Your consent to receive emails from Bill.com at any email address provided in connection with your BMO Bill Connect account. Bill. Com may send emails for any purpose consistent with this Agreement or our Privacy Notice or on BMO's behalf.

**Recording of Telephone Calls:** You understand and agree that Bill.com may, in its sole discretion, or using a third party service, monitor any telephone calls between You and Bill.com's employees, contractors or agents for purposes of quality control and for Bill.com's own protection. If You do not consent to the recording of telephone calls by Bill.com, Your sole remedy is to not engage with Bill.com by means of a telephone call.

#### Anti-Money Laundering and Know Your Customer Requirements

**US Patriot Act:** To help the U.S. government fight the funding of terrorism and money laundering activities, federal and state law requires financial institutions, including money services businesses, like Bill.com, to obtain, verify, and record information that identifies every customer.

**What this means for You:** When You use the Service, Bill.com or Bank will ask you for Your name, address, date of birth, and other information that will allow us to identify You. Bill.com may also ask to see Your driver's license or other identifying documents, such as business related documents. Bill.com will let You know if additional information is required.

**Verification Required:** Bill.com reserves the right to refuse to allow You, the User, Your Collaborators, Your Organization, Your Vendors or Customers, as applicable, to use or participate in the Service if Bill.com is unable to obtain or verify identifying information or any other information relating to identity or financial condition, including but not limited to, identifying information for Your representatives or beneficial owners. Notwithstanding any steps that Bill.com takes to verify information provided to Bill.com, You represent and warrant that all information You provide to Bill.com is complete, truthful, accurate, and up-to-date.

**Review of Accounts and Payments:** You grant to Bill.com and Bill.com reserves the right to review or place on hold any BMO Bill Connect account or any payment requested through the Service for reasons related to risk, including but not limited to credit and fraud risk, and compliance with applicable laws, such as anti-money laundering (including combating terrorist financing laws) regulations and OFAC sanctions. In its sole discretion, Bill.com may place a hold on a payment and any subsequent scheduled payments for as long as reasonably necessary to conduct an appropriate inquiry regarding the payment, Your use of the Service, Your BMO Bill Connect account, the User, a Collaborator, Your Organization, a Customer, a Vendor, or any related facts or circumstances. Depending on the results of this review, Bill.

com reserves the right to clear the payment, reverse the payment, or hold the payment for any reason, such as pending instructions from a government agency.

**Reports:** You acknowledge that Bill.com may make appropriate reports regarding payments made through the Service, including but not limited to financial institutions, regulators, tax agencies and law enforcement authorities, as required or permitted by law, and Bill.com will cooperate with appropriate authorities in any resulting investigation or prosecution.

#### User Data

**Bill.com Access to User Data:** If You upload, store, share, or otherwise process documents, information, data and other content ("**User Data**") or synch User Data from Your accounting software to the Service, You consent to Bill.com's access and processing of User Data in accordance with Bill.com's Privacy Notice, this Agreement, the settings on Your BMO Bill Connect account, or the features of the Service You elect to use. Bill.com reserves the right to remove or delete User Data from the Service for any reason, including if the User Data violates this Agreement or applicable law, in Bill.com's reasonable discretion. Except as otherwise provided in this Agreement, Bill.com does not claim ownership of any User Data.

**No Monitoring:** You acknowledge and agree that Bill.com has no responsibility to monitor or police Your use of the Service, including but not limited to communications, information or data transmitted through the Service, including User Data, and Bill.com (and Bank) will not be responsible for the content of any such communications, data or transmissions. However, Bill.com and Bank reserve the right, at all times, to review, retain and disclose any such information as necessary to ensure compliance with this Agreement and applicable law.

**Bill.com Access to Technical Data:** You agree that Bill.com may collect and use technical data and related information, including but not limited to information about Your device, system and application software, and peripherals, to provide You with the Service, Software updates, product support, risk and fraud management and other services related to the Service, and to track and report Your activity inside of the Service. You understand that Bill.com may use aggregated and anonymized data for analytics purposes. Please see Bill.com's Privacy Notice for more details on how Bill.com collects, uses, shares and protects Your information.

**No Liability:** Subject to Bill.com's Privacy Notice, You agree that Bill.com will have no responsibility or liability with respect to any User Data that You request or choose to have processed, transmitted, disclosed, or stored in connection with the Service, including with respect to any User Data that Your request to have deleted from the Service, other than as provided under this Agreement.

#### Bill Payment Service

**Using the Bill Payment Service:** The "**Bill Payment Service**" is a set of services, features and functionalities of the Service that enables You to make digital payments to Vendors in the U.S. through the Service using selected open account(s) at Bank (individually and collectively, Your "**Payment Account**"). Bill.com is the provider of money transmission services for the Bill Payment Service.

**Authorized Payers:** The Administrator is the only User entitled to make payments through the Service (the “**Payer**”), You represent and warrant to Bill.com that the Payer is authorized to instruct Bill.com to make payments and to initiate debit or credit entries, as applicable, to or from the Payment Account, including under this Agreement, the terms of Bank, and any applicable laws, regulations or rules. You will be responsible for payments or debit or credit entries requested or made by the Payer, whether or not authorized by You, as described in this Agreement.

**Payment Instructions:** When Bill.com receives a payment instruction from the Payer, Bill.com will use commercially reasonable efforts to make and deliver the payment, subject to this Agreement, and You authorize Bill.com to debit Your Payment Account and remit funds on Your behalf, all in accordance with the payment instructions. You agree to be bound by any payment instructions that the Payer provides to Bill.com, to the fullest extent allowed by law.

**Rights Bill.com Reserves:** Bill.com reserves the right to limit or cap or to refuse to make any payment transaction requested or initiated through the Bill Payment Service, for any reason, in Bill.com’s sole discretion.

**Setting Up Your Vendors:** To use the Bill Payment Service, You will be required to provide information for Your Vendors, including if the Vendors are not part of the Bill.com network. For each such Vendor, You agree to provide correct and current information as requested by Bill.com. By providing, entering, connecting, or uploading any Vendor information to the Service, You represent and warrant that You have obtained all necessary authorizations or consents from the Vendor to share such information. You represent and warrant that the Vendor agrees, or You have the authority to agree on behalf of the Vendor, to be subject to and comply with this Agreement, the Bank Terms, and all applicable laws, rules and regulations. You are solely responsible and Bill.com is not responsible for verifying the accuracy of any Vendor information provided in connection with Your BMO Bill Connect account or use of the Service. Neither Bill.com nor Bank will have any liability for losses or damages resulting from the accuracy or inaccuracy of Your Vendor’s information, or Your or Your Vendor’s actions or inactions.

**Vendor Selection:** If You choose to connect with, link and pay a Vendor in the Bill.com network, You acknowledge and agree that You are solely responsible for selecting and paying the correct Vendor. Neither Bill.com nor Bank will have any liability or responsibility if You select or pay the incorrect network Vendor.

**Choosing a Payment Method:** To use the Bill Payment Service, for each payment transaction, You must choose a payment method to pay Your Vendor. Available payment methods may include electronic ACH payment, check payment, Cards, and virtual card as per Schedule 1 of this Agreement. Bill.com reserves the right to change or limit the payment method options available to the Payer or Vendor, or to select the method by which a payment transaction will be made, all in Bill.com’s sole discretion.

**Process Dates:** Payment transactions made through the Bill Payment Service require sufficient time for Bill.com to debit Your Payment Account and for Your Vendor to receive payment. When making a payment through the Bill Payment Service, You must select an available date (“**Process Date**”) on which Bill.com will process the ACH debit to fund the payment from Your Payment Account. You agree that You are solely responsible for scheduling payments and selecting an appropriate Process Date for each payment transaction. You understand that the selection of a future Process Date may not be available for all products and services.

**Bank Balance:** BMO Bill Connect will reflect Your Payment Account available balance in as near real time as possible; however, some payments, withdrawals or deposits may require additional time to post and will not immediately appear in BMO Bill Connect. It is Your responsibility to confirm that You have sufficient funds in Your Payment Account prior to initiating any payments to Vendors.

**No Warranty or Representation:** Bill.com and Bank do not represent or warrant that payment to a Vendor using any of the available payment methods will be made within any specified timeframe of the Process Date, or the date when a card payment is made, and Bill.com disclaims any responsibility or liability for making any payment to a Vendor on or before any specific date. It is Your sole responsibility to ensure that payment to a Vendor is made as required by agreement, contract or law. Except as otherwise agreed or required by law, You will be solely responsible and Bill.com and Bank will not be responsible for all penalties, interest charges, and other late payment fees associated with payments that are delivered after the due date.

**Payment Cancellation:** You understand and agree that when You authorize a payment to be made to a Vendor through the Service, that authorization remains in effect for up to 30 days. Payments that are scheduled but have not yet begun to be processed may be cancelled and, if a change is needed, reissued, through Your BMO Bill Connect account. Once Bill.com has begun to process a payment, the payment cannot be cancelled, and You must request to void the payment.

**Void Payment Requests:** To stop a payment that has begun to process, You must request to void the payment (“**Void Payment Request**”) through the Service. If You submit a Void Payment Request, Bill.com and/or Bank will use commercially reasonable efforts to stop the payment, but You understand and agree that Bill.com and/or Bank may not be able to stop the payment. The ability to stop a payment depends on a number of factors, including but not limited to the payment method and whether the payment has cleared the payee’s account. You agree that neither Bill.com nor Bank will have any liability for failing to stop a payment that has been processed.

**Payments Not Deposited:** Bill.com reserves the right to expire, void or cancel any payment if the payment is not deposited or otherwise received and processed by a Vendor within a reasonable amount of time, as determined in Bill.com’s sole discretion. If Bill.com expires, voids or cancels any payment, You authorize a credit the amount of the payment to Your Payment Account.



**Returned Payments:** You are solely responsible for the accuracy of the payment information or the payment instructions that You provide to Bill.com. If a payment is refused or returned, Bill.com will void the payment, unless Bill.com in its sole discretion agrees to take other action on the payment such as crediting or reissuing the payment. If a returned or refused payment is voided, You authorize Bill.com to credit the amount of the payment to Your Payment Account.

**Document Management:** You may upload invoices, bills, statements of accounts from Vendors, or other documents (“**Bills**”) to the Inbox of Your BMO Bill Connect account. You may also authorize Vendors to send electronic Bills to Your Bill.com account, or You can create bills using the Service. You are solely responsible for the Bills uploaded, recorded, processed, approved, paid, and/or synced or shared with third parties through Your BMO Bill Connect account. Bill.com is not responsible for any Bills, including those that are misdirected or not received by Bill.com.

**Intelligent Virtual Assistant:** If available, Bill.com’s Intelligent Virtual Assistant (“**IVA**”) is a technology tool that can help You manage Your BMO Bill Connect account. When using the IVA, You understand and agree that IVA is a only a tool available to facilitate Your use of the Service, and You are solely responsible for Your BMO Bill Connect account as well as the completeness and accuracy of all information that is provided in connection with Your use of the Service, including but not limited to information from Your Bills, Your payment instructions and Your account information. You understand and agree that certain features of IVA may be provided by a third party and will be subject to the terms and policies of that third party.

**Transfer of Service between Accounts and Deactivation of Service:** If you have the Bill Connect Service for a Payment Account that is not active, the Bank shall transfer Service to another active Payment Account you have linked to Bill Connect. After such transfer of Service if the Payment Account or all linked Payment Accounts becomes inactive for a period of twelve (12) consecutive months, then the Bank reserves the right to deactivate the Service for such Payment Account.

The Bank also reserves the right to deactivate Service for any closed accounts You have at Bank.

### Accounts Receivable Service

Using the Accounts Receivable Service: The “**Accounts Receivable Service**” is a set of services, features and functionalities of the Service that enable You to receive payments from Customers through the Service.

**Setting Up Your Customers:** To use the Accounts Receivable Service, You may be required to provide correct and current information about Customers. You agree to provide any information or documentation requested by Bill.com to verify the identity of the Customer or its payment information. When using the Accounts Receivable Service, You represent and warrant to Bill.com that:

- The information You provide for a Customer is complete and accurately identifies the Customer.
- You have obtained all necessary authorizations and consents to share the Customer’s information, and to permit Bill.com to initiate payment(s) or ACH transactions from the Customer’s account.

- All of the invoices that You create or upload to the Service are issued pursuant to a contractual relationship with the Customer and for goods or services provided to the Customer.
- Each payment transaction initiated from the Customer complies with the terms of Your contract or arrangement with the Customer, and with applicable law, regulations and rules.

You are solely responsible for verifying the accuracy of Customer information provided by You in connection with Your BMO Bill Connect account or use of the Service. Neither Bill.com nor Bank will have any liability for losses or damages resulting from the accuracy or inaccuracy of Customer information, or Your or Your Customer’s actions or inactions.

**Invoice Creation and Management:** You may create invoices through the Service, or import invoices from Your accounting software if the import is supported by both Bill.com and Your accounting software. You may use the Accounts Receivable Service to send and track Your invoices, and to send reminders related to Your invoices. By using these features of the Accounts Receivable Service, You represent and warrant that You have all rights and consents necessary to send invoices and reminders to Your Customers.

**Payment Instructions:** You are solely responsible for the accuracy of the payment information and the payment instructions provided in connection with Your use of the Accounts Receivable Service. Neither Bill.com nor Bank will have any liability for losses or disputes resulting from inaccurate payment information or instructions.

**Agent of the Payee; Receipt of Funds:** When You use the Accounts Receivable Service, You appoint Bill.com to act as Your agent in connection with the receipt of funds from Your Customer. Receipt of funds from Your Customer by Bill.com will be deemed to be receipt of funds by You.

**Rights Bill.com Reserves:** Bill.com reserves the right to refuse to process a payment request from any Customer for any reason, in Bill.com’s sole discretion. Bill.com may contact, in its sole discretion, for any reason, a Customer regarding any payments made, or to be made, by the Customer through the Accounts Receivable Service. Bill.com will not process any payment transaction requested from any Customer located outside the United States.

### ACH Transactions

**Applicable Rules and Law:** You agree that all electronic ACH credits and/or debits requested, initiated or otherwise processed in connection with Your use of the Service are subject to this Agreement, Bank Terms, the Operating Rules of the National Automated Clearing House Association (“**NACHA Rules**”), and all other applicable laws, rules and regulations, which may include Uniform Commercial Code Article 4A. For purposes of the NACHA Rules, Bill.com is a “Third Party Service Provider” and a “Third Party Sender.”

**Your Agreement and Representations:** For purposes of ACH debits and credits, and all electronic payments made or received through the Service, You:

- understand and agree that all payments processed through the Service are funded by an electronic withdrawal (an “**ACH debit**”) processed for Bill.com through the ACH Network from the bank account of the party making payment (“**payor**”);

- authorize Bill.com to initiate and process ACH debits and credits in accordance with Your payment instructions and as provided under this Agreement;
- agree to be subject to and comply with this Agreement, Bank Terms, the NACHA Rules, and all other applicable laws, rules and regulations; and
- represent and warrant that Your Vendor or Customer agrees, or You have the authority to agree on behalf of Your Customer or Vendor, to be subject to and comply with this Agreement, Bank Terms, the NACHA Rules, and all other applicable laws, rules and regulations.

**Accelerated Payments:** You are eligible for accelerated payments if (i) You have successfully completed 5 initial payments through the Service; or (ii) You have a business checking account at Bank that has been open for more than 6 months and has a balance greater than \$10,000 at the time of enrollment. Accelerated payments reduce the standard processing times for ACH transactions from 5 days to 3 days and is applied to each individual transaction under \$10,000 up to an aggregate total of \$100,000 for all transactions in a 3-day rolling period. Individual ACH transactions over \$10,000 or in excess of \$100,000 over a 3-day rolling period will be processed using standard processing times.

**Debits from Your Payment Account:** When You request to make a payment through the Bill Payment Service, You are responsible for the payment amount and authorize Bill.com to process an ACH debit from Your Payment Account in the full amount of the payment requested. If you make multiple payments on the same day, those payments may appear as a single ACH debit on Your Payment Account statement for the aggregate total amount of payments made on that day. If an ACH debit from Your Payment Account is rejected or returned by Bank for any reason, **YOU UNDERSTAND AND AGREE THAT YOU ARE RESPONSIBLE FOR FUNDING THE PAYMENT AMOUNT AND AGREE TO PAY THE AMOUNT OF THE RETURNED DEBIT DIRECTLY TO BILL.COM WITHIN 7 BUSINESS DAYS.** You agree to pay all penalties, interest charges, late payment fees, service fees, and/or interest related to the returned ACH debit. If Bill.com is unable to fund Your payment because of insufficient funds in Your Payment Account, You agree that Bill.com may resubmit the funding ACH debit to Your Payment Account, in Bill.com's sole discretion. You certify that the Your Payment Account is enabled for ACH debits, and agree to reimburse Bill.com for all penalties and fees incurred if any funding ACH debit is returned because Your Payment Account was not properly configured to accept ACH debits.

**Debits from the accounts of Your Customers:** When You use the Accounts Receivable Service, You represent and warrant to Bill.com that You have all necessary authorizations and approvals from Your Customer for Bill.com to originate an ACH debit from Your Customer's bank account to fund the full amount of each payment requested. You represent and warrant that Your Customer certifies, or You have the authority to certify on behalf of Your Customer, that the Customer's bank account is enabled for ACH payments, and You agree to reimburse Bill.com for all penalties and fees incurred if any funding ACH debit is returned because the Customer's bank account was not properly configured to accept ACH debits. You represent and warrant that Your Customer agrees, or You

have the authority to agree on behalf of Your non-consumer customer or business Customer, that the non-consumer customer or business Customer will not dispute any ACH debit by Bill.com that funds to a payment made through the Service. If an ACH debit to fund a payment requested by You through the Accounts Receivable Service is returned from Your Customer's account for any reason, **YOU AUTHORIZE BILL.COM TO DEBIT FROM YOUR PAYMENT ACCOUNT THE AMOUNT OF THAT PAYMENT, OR IF THERE ARE INSUFFICIENT FUNDS IN YOUR PAYMENT ACCOUNT AT THE TIME OF DEBIT, YOU AGREE TO PAY THE AMOUNT OF ANY SUCH PAYMENT FROM YOUR PAYMENT ACCOUNT BACK TO BILL.COM WITHIN 7 BUSINESS DAYS.** You also agree to pay all penalties, interest charges, late payment fees and service fees related to any returned ACH debit from Your Customer's account. If an ACH debit processed by Bill.com to fund a payment made through the Accounts Receivable Service is returned due to insufficient funds in the Customer's bank account, You represent and warrant that Your Customer agrees, or You have the authority to agree on behalf of Your Customer, that Bill.com may resubmit the debit to the Customer's account, in Bill.com's sole discretion.

**Returns and Maintaining Sufficient Funds:** When using the Service, You understand and agree that it may take more than 60 days for Bill.com to receive notice of the return of an ACH debit and/or to exercise any rights granted or reserved under this Agreement. You agree at all times to maintain sufficient funds in Your Payment Account to satisfy all obligations to Bill.com in connection with Your BMO Bill Connect account or Your use of the Service, including returns, reversals, and associated fees, and to add funds immediately if Bank or Bill.com notifies You that Your funds are insufficient.

**Credit of Returned or Canceled Payments:** If a payment requested or made through the Service is returned or cancelled, Bill.com reserves the right to process an ACH credit in the amount of the payment to the account of the payor.

**Ownership of Funds Collected for Payment:** In the event that Bill.com processes an ACH debit to fund a payment before Bill.com makes the associated payment disbursement, the funds collected through the ACH debit will be held in a master bank account owned by Bill.com, as custodian and agent on behalf of the payor, and for the benefit of the payor. These funds may be commingled with other funds similarly collected and held by Bill.com for purposes of making payments requested through the Service. Even though the funds will be held in an account owned by Bill.com, the funds are held solely for the benefit of the payor, not Bill.com, and the payor will be principal with respect to those funds.

#### Warranty and Disclaimer

THE SERVICE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION OF WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. YOU ASSUME ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. BILL.COM DOES NOT WARRANT THAT THE SERVICE IS COMPLETELY SECURE OR IS FREE FROM BUGS, INTERRUPTIONS, ERRORS, OR OTHER PROGRAM LIMITATIONS, OR THAT ALL ERRORS WILL BE CORRECTED.

BILL.COM FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM BILL.COM OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

### Third-Party Services, Websites, and Products

**Third-Party Services:** Through the Service, You may choose to access to third-party websites, databases, networks, servers, information, software, programs, systems, directories, applications, or products or services (collectively, "**Third-Party Services**").

**No Control over Third-Party Services:** Bill.com and Bank do not have or maintain any control over Third-Party Services, and are not responsible for their content, operation, or use. By linking or otherwise displaying information from or providing access to any Third-Party Services, Bill.com and Bank do not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality, or authenticity of content, information, or services provided by those Third-Party Services.

**Terms of Third-Party Services:** Third-Party Services may have their own terms of use, licenses or privacy policies, and may have different practices and requirements from Bill.com or Bank. For example, if You access or use the Google Maps Platform ("**Google Maps**") through the Service, Your use of Google Maps is subject to Google's [Terms of Service](#) and the Google [Privacy Policy](#). You are solely responsible for reviewing any terms of use, privacy policies or other terms governing Your use of these Third-Party Services, which You use at Your own risk. You are advised to make reasonable inquiries and investigations before entering into any transaction, financial or otherwise, and whether online or offline, with any third party related to any Third-Party Services.

**Disclaimer of Liability for Third-Party Services:** You are solely responsible for taking the precautions necessary to protect Yourself from fraud when using Third-Party Services, and to protect Your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content and material that may be included on or may emanate from any Third-Party Services. Bill.com and Bank disclaim any and all responsibility or liability for any harm resulting from Your use of Third-Party Services, and You irrevocably waive any claim against Bill.com or Bank with respect to the content or operation of any Third-Party Services.

**Third-Party Software:** The software You download consists of a package of components, including certain third-party software ("**Third-Party Software**") provided under separate license terms (the "**Third Party Terms**"). Your use of the Third-Party Software in conjunction with the Service in a manner consistent with this Agreement is permitted,

however, You may have broader rights under the applicable Third Party Terms and nothing in this Agreement is intended to impose further restrictions on Your use of the Third-Party Software.

**Synching Your Bill.com with Your Accounting Software:** If You choose to synchronize Your BMO Bill Connect account and Your accounting software, You understand and agree that You are solely responsible, and Bill.com and the Bank are not responsible, for the information and data that You choose to synchronize and share between Your BMO Bill Connect account and Your accounting software. If You choose to link Your BMO Bill Connect account to Your accounting software, You are making a determination that the accounting software is sufficiently secure to protect Your BMO Bill Connect account. When You use third party accounting software, You understand and agree that use is subject to the terms of service and privacy policy of the software provider.

**Third Party Disputes:** BILL.COM IS NOT AFFILIATED WITH ANY OTHER BMO BILL CONNECT USER, CARRIER, SERVICE PROVIDER, OR THIRD-PARTY SERVICE, AND ANY DISPUTE YOU HAVE WITH ANY OTHER BMO BILL CONNECT USER, CARRIER, SERVICE PROVIDER, THIRD-PARTY SERVICE, OR OTHER THIRD PARTY ARISING FROM YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, YOUR EMPLOYER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE BILL.COM (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES, AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. BILL.COM WILL NOT, AND WILL NOT ATTEMPT, TO REVERSE OR OTHERWISE RECOVER ANY PAYMENT OR TRANSACTION THAT IS SUBJECT TO A BONA FIDE DISPUTE.

**Limited Third Party Rights to Enforce:** Bank is an intended beneficiary of this Agreement and will have the right to enforce this Agreement directly against You. Other than as set out in this Section, this Agreement is not intended to grant rights to anyone except You and Bill.com, and in no event shall the Agreements create any third party beneficiary rights. No additional consents are required to exercise any rights to terminate, rescind, or agree to any variation, waiver, or settlement of this Agreement.

### Limitation of Liability

IN NO EVENT SHALL BILL.COM BE LIABLE TO YOU, YOUR ORGANIZATION, OR ANY USER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT BILL.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. BILL.COM WILL NOT BE LIABLE FOR ATTORNEYS' FEES, EXCEPT AS REQUIRED BY LAW.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL BILL.COM'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE EXCEED one hundred USD (\$100), REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION.



Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under this Agreement. Each of these provisions is severable and independent of all other provisions of this Agreement. All limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies will remain fully valid, effective and enforceable in accordance with their respective terms, even under circumstances that cause an exclusive remedy to fail of its essential purpose. **SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, LIABILITY OR CERTAIN WARRANTIES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THESE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY.**

### Indemnity

You agree to full liability and responsibility for Your use of the Service, and You will defend and indemnify Bill.com and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) Your violation of any portion of this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any applicable law or regulation; (b) Your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (c) any dispute or issue between You and any third party related to Your use of the Service. Bill.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You (without limiting Your indemnification obligations with respect to that matter), and in that case, You agree to cooperate with Bill.com's defense of that claim.

### Agreement to Arbitrate

Agreement to Arbitrate: In the interest of resolving disputes between You and Bill.com in the most expedient and cost-effective manner, You and Bill.com agree that every dispute arising in connection with this Agreement will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. The Agreement to Arbitrate disputes includes all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. **BY ENTERING IN THIS AGREEMENT, YOU AND BILL.COM ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ON AN INDIVIDUAL BASIS.**

Waiver of Class Actions and Right to Trial by Jury: To the fullest extent permitted by law, You acknowledge and agree that You may bring claims against Bill.com only in Your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

### **CLASS ACTIONS, CLASS ARBITRATIONS, REPRESENTATIVE ACTIONS, AND/OR CONSOLIDATION OF ACTIONS OR ARBITRATIONS ARE NOT ALLOWED. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED YOUR RIGHTS TO PARTICIPATE IN A CLASS ACTION AND TO A TRIAL BY JURY.**

Procedures: Any arbitration between You and Bill.com will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org).

Notice: If You intend to seek arbitration, You must first send a written notice ("**Notice**") of Your claim or dispute to Bill.com by certified U.S. Mail or by Federal Express (signature required). Bill.com's address for Notice is Bill.com's address of record as listed on the Bill.com website. The Notice must describe: (a) the nature and basis of the claim or dispute and (b) the remedy that You want ("**Demand**"). You and Bill.com agree to make good faith efforts to resolve the claim directly, but if You and Bill.com do not reach an agreement within 30 days after the Notice is received, You or Bill.com may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by You or Bill.com must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

Fees: If You commence arbitration in accordance with this Agreement, the payment of fees related to the arbitration will be decided by the AAA Rules. If Your claim is less than ten thousand dollars (\$10,000.00), Bill.com will reimburse You for the payment of the filing fee. However, if the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), You agree to reimburse Bill.com for any fees paid on Your behalf that would otherwise be Your obligation under the AAA Rules.

Location: The arbitration hearing will take place at a location to be agreed upon in Santa Clara County, California. If Your claim is for \$10,000 or less, You may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of Your billing address.

Severability: The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this Agreement. If this Agreement to Arbitrate is found to be, in whole or in part, invalid or unenforceable, the remaining provisions of this Agreement will remain in effect, and, where this Section 16 cannot be enforced, You agree that the exclusive jurisdiction and venue described in Section 17 will govern any action arising out of or related to this Agreement.

Exceptions to Agreement to Arbitrate: Notwithstanding any other provision of Section 16, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right to: (a) bring an individual (non-class, non-representative) action in small claims court so long as such action remains in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency, if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

#### Governing Law; Choice of Forum

This Agreement and all matters arising out of or relating to this Agreement, including any disputes between You and Bill.com, will be governed by the laws of the State of California, without regard to its conflicts of law provisions. To the extent that any dispute or action relating to this Agreement is permitted to be brought in a court of law, You agree that the legal action or proceeding will be brought exclusively in the state courts located in Santa Clara County, California or the federal courts located in the Northern District of California. Subject to the provisions of Section 16, You and Bill.com agree to submit to the exclusive jurisdiction of and agree that venue is proper in those courts in any such legal action or proceeding. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

#### Other Provisions

Language: If Bank or Bill.com provides a translation of the English language version of this Agreement, the translation is provided solely for convenience, and the English version will prevail.

Headings: The headings in this Agreement are for convenience only and have no legal effect.

Force Majeure: Bill.com will not be liable for any delay or failure to perform any obligation related to the Service if the delay or failure is due to unforeseen events that are beyond Bill.com's reasonable control, such as strikes, blockade, war, terrorism, riots, natural disasters, epidemic, or governmental action.

Waiver: The waiver of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. Except as otherwise stated in this Agreement, the exercise of any remedy under this Agreement will be without prejudice to other remedies available under this Agreement or otherwise.

Severability: In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect.

Compliance with Laws: You and Bill.com each agree to comply with all applicable laws and regulations with respect to the Service and Your use of the Service; including without limitation, any export laws and regulations of the United States.

No Agency: Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between You and Bill.com.

Third-Party Beneficiaries: This Agreement is intended for the sole and exclusive benefit of You and Bill.com, and is not intended to benefit any third party, except as otherwise stated.

Entire Agreement: This Agreement constitutes the complete and exclusive agreement between You and Bill.com concerning the Service and supersedes all other agreements or understandings, written or oral, about the Service.

#### Updates and Changes to Our Terms and This Agreement

Bill.com reserves the right to modify or change the terms and conditions of this Agreement, as well as its policies relating to the Service at any time, in its sole discretion. Bank or Bill.com will provide notice to You of material changes to the Terms of this Agreement. You will be deemed to have accepted and agreed to any revisions or changes to this Agreement at the time of (i) Your electronic acceptance of the revised, changed or new Agreement, or (ii) Your use of the Service after the effective date of the revised, changed or new Agreement. If the revised, changed or new Agreement is not acceptable to You, Your sole and exclusive remedy will be to stop using the Service.

#### Schedule 1 - Bill Payment Services

Virtual Card Service: If Your Vendor has confirmed that it accepts payment by virtual card, Your payments to the Vendor through the Bill Pay Service may be made using the virtual card payment method ("**Virtual Card Service**"). You understand and agree that the Virtual Card Service is a payment method available only for the Bill Payment Service. Bill.com reserves the right to refuse to make any payment using the Virtual Card Service, or to change the payment method from the Virtual Card Service to check or ACH for any payment transaction, for any reason, in Bill.com's sole discretion, without Bill.com incurring any liability to You.

Virtual Card Payments: You understand and agree that Bill.com may use a third-party service provider (the "**Virtual Card Provider**") to issue or manage the virtual cards used to execute payments requested or initiated through the Virtual Card Service, subject to Bill.com's responsibilities and representations under this Agreement.

You understand and agree that the Virtual Card Service, and the virtual card payment option, will be available only to pay Vendors that have confirmed that they accept virtual cards as a method of payment. You grant to Bill.com, and Bill.com reserves, the right to choose, together with the Virtual Card Provider and/or Your Vendor, the manner in which the virtual card payments will be provided or delivered to Your Vendor. You understand and agree that neither Bill.com nor the Virtual Card Provider is responsible for any costs incurred by Your Vendor in connection with the use of the Virtual Card Service. The Vendor will be solely responsible for any costs or fees related to the receipt or processing of the virtual card payment.

A Vendor that participates in the Virtual Card Service may opt out of receiving virtual card payments at any time. If a Vendor opts out of the Virtual Card Service and/or virtual card payments from You, Your payments to that Vendor through the Service will be made by check or electronic ACH payment, based on Your account settings and/or as provided under this Agreement. You acknowledge and agree that You are solely responsible for any payment owed by You to a Vendor, and that Bill.com has no responsibility or liability related to the acceptance or return of virtual card payments by a Vendor or the Vendor's participation in or opt out of the Virtual Card Service. You grant Bill.com the right to credit to Your Payment Account the amount(s) of any unprocessed virtual card payments, less any Service Fees or other amounts owed by You to Bill.com, as provided in this Agreement.

**Business Payments Only:** Our Virtual Card Service is intended for business payments. Bill.com reserves the right, without Bill.com incurring any liability to You, to refuse to make any payment using the Virtual Card Service or to change Your originally selected payment method from virtual card to check or ACH payment if Bill.com determines based on commercially reasonable diligence that Your payment is not a business-to-business payment being made for a commercial purpose.

**Communications:** When You use the Bill Payment Service, You authorize Bill.com and/or the Virtual Card Provider, on behalf of Bill.com, to contact Your Vendors to determine their ability to accept virtual card payments. You represent and warrant to Bill.com and/or the Virtual Card Provider that You have all authorization or consents required to permit Bill.com or the Virtual Card Provider to contact Your Vendors.