

Card

ACI Payments, Inc. may charge a fee to use this service to make the payment outlined above. This fee is separate from the primary obligation you are paying. The fee is included in the "Total Payment" line above.

Completion of a payment transaction is contingent upon both the authorization of payment by your card company and acceptance of your payment by the entity you are paying. In the event that your payment is unable to be processed, ACI Payments, Inc. will attempt to notify you at least once using the contact information you have provided. In the event your payment is not processed or authorized by your card company or the applicable entity you are seeking to pay fails to accept your payment your payment liability shall remain outstanding and unpaid and you will be subject to all applicable penalties, late fees and interest charges assessed by the relevant entity thereon, all of which obligations remain your sole responsibility.

Card Authorization Agreement

By clicking the "Accept" button below (1) you hereby confirm your acceptance of the fee charged by ACI Payments, Inc. and agree to pay the "Total Payment" amount indicated, subject to and in accordance with the agreement governing the use of your credit or debit card and (2) you agree that ACI Payments, Inc. can process the payment and charge your credit (or debit) card or debit your bank account on behalf of the intended payee.

ACH

I. Agreement Information

Welcome to the ACI Payments, Inc.'s(r) electronic check (E-check) web page. This agreement describes the electronic check (E-check) payment and processing service ("Service") provided by ACI Payments, Inc. through an Internet interface over the web. This agreement should be reviewed carefully since it informs you of the terms and conditions you must agree to and abide by in order to use this Service. AT THE END OF THESE WRITTEN TERMS AND CONDITIONS YOU WILL BE ASKED TO CLICK ON THE "ACCEPT" BUTTON/ICON. BY YOUR ACTIONS OF SUBMITTING THE REQUESTED PAYMENT INFORMATION THROUGH ACI Payments, Inc., YOU AGREE TO THESE TERMS AS WELL AS ANY OTHER DOCUMENTS INCORPORATED BY REFERENCE.

By clicking "Accept" you will be providing your electronic signature that will affirm: (1) you understand and intend that this agreement and its terms and conditions are a legally binding agreement and the equivalent of a signed, written contract; (2) you will use all ACI Payments, Inc. Services, and our Web sites in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions of this agreement and any other applicable rules, guidelines or other conditions that govern the use of a particular Service, as they may be amended by ACI Payments, Inc. from time to time; and (3) you understand, accept, and have received this agreement and its terms and conditions.

II. Definitions

In reviewing this Agreement, we would like to review the generic terms used throughout the text for ease of understanding. The terms "you" or "your" means any person or entity using the ACI Payments, Inc. Service of electronic fund transfers. The terms "we" or "our" shall mean, "ACI Payments, Inc." as

well as its subsidiaries, affiliates, directors, officers, employees, agents and contractors. The term "Agency" shall be the party requesting receipt of your electronic fund transfers through the ACI Payments, Inc. Service and shall be referred to as such throughout the Agreement. The term "bank" is used as a general term to describe financial institutions, banks, savings associations, and credit unions. Electronic checks (E-checks) are one-time, electronic fund transfers from your account that allow you to pay an Agency via the Internet, without actually writing a check. Instead, your check is used as a source of pertinent information including your checking account number and your financial institution's number. Agency collects taxes, fines, fees, and/or other types of monetary obligations from individuals and/or entities subject to its jurisdiction.

III. General Use of the ACI Payments, Inc. Service

In order to use ACI Payments, Inc. Service, you must be directed here by an Agency. You are also required to use the Service with a U.S. (domestic) bank account as well as agree to comply with the terms and conditions stated here.

When you use this ACI Payments, Inc. Service, you are accepting your Agency's appointment of ACI Payments, Inc. as its agent to electronically process your payment(s) on their behalf as you have instructed, subject to the terms and conditions stated here. ACI Payments, Inc. grants you a single, non-exclusive, non-transferable and limited personal license to access and use the ACI Payments, Inc. Services. This license is conditioned on your continued compliance with the terms and conditions in this Agreement. You understand that ACI Payments, Inc. is not a bank and the Service is being provided on behalf of your Agency as an electronic payment processing service rather than a banking service. You also understand that we are not acting as fiduciary, trustee, money transmitter, or providing any type of escrow service with respect to your funds, but only acting as the Agency's processor.

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding your account and/or your use of the Service, may be provided to you electronically and you agree to receive all such information from ACI Payments, Inc. in electronic form. Certain account information may be posted on the pages within the ACI Payments, Inc. website for your access and/or delivered to your e-mail address from time to time. Feel free to print a copy of the information to retain for your records. All information in either electronic or paper form will be considered received by you no later than forty-eight (48) hours after posting or delivery.

IV. Rights and Requirements to Use the ACI Payments, Inc. Service

Personal Information:

You must give us the requested information that is current, true, accurate and complete. You are not permitted to use this Service on behalf of another party or use an unauthorized name. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from ACI Payments, Inc. for any purpose. We will treat with care the information you entrust to us, in accordance with the disclosures we provide and in our Privacy Policy. If we find or determine that any of the information you provide is outdated, false, inaccurate, or incomplete, we may terminate your use of the Service immediately and for all future use. This action on our part does not limit other remedies at law or in equity we may pursue to recover costs, losses, or other expenses we incur as a result of the information or lack of information you provide.

If you use the Services, you are responsible for maintaining the confidentiality of your personal information and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You should notify ACI Payments, Inc. immediately if you believe there has been unauthorized use of your account or password or any other breach of this site's security.

Upon providing ACI Payments, Inc. with your information, you are authorizing us, directly or through third parties, to make any inquiries we consider necessary to confirm your information.

For your protection and the protection of our other customers and Web site users, we ask you not to share any passwords, user names, or screen names (Log On Information) with any other person for the purpose of facilitating their access or use of the Services. You alone are responsible for all transactions initiated, or acts or omissions that occur within the Service through use of your Log On Information.

Security Features:

ACI Payments, Inc. recommends that you use a web browser that supports SSL (Secure Sockets Layer) 128-bit encryption. We recommend that you use the latest versions of browsers such as Microsoft Internet Explorer, Firefox, Google Chrome or Apple Safari.

Bank Account Information:

You must provide a valid bank account to be electronically debited by ACI Payments, Inc. Please be advised that we reserve the right to reject any accounts at certain banks for the use of our ACI Payments, Inc. Service. In addition, we may require additional information and confirmation at our sole discretion or at the discretion of your Agency. In general, consumer and business checking and savings accounts are permitted for designation and use of ACI Payments, Inc.; note that some cash management, sweep, and/or investment accounts will not permit use of services like ACI Payments, Inc.

Agency Information:

You shall provide the correct and complete information with respect to all transactions using ACI Payments, Inc. Service, including your account number with the Agency and the payment amount.

Use of Third Party Service Providers

ACI Payments, Inc. may use third party service providers or suppliers to assist in providing certain Services with or without notice to you ("Supplier(s)"). You consent and authorize ACI Payments, Inc. to delegate the authorizations you provide to ACI Payments, Inc. to its Supplier(s) as ACI Payments, Inc. deems necessary or desirable to provide the applicable Service to you. You agree that the terms and conditions of this agreement, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, transfer through to the benefit of such Suppliers and such Suppliers are deemed to be third party beneficiaries of this Agreement, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement. You also agree that all references to "ACI Payments, Inc." within this Agreement and any incorporated terms are also deemed to include, where applicable, ACI Payments, Inc.'s agents, such as its Supplier(s).

To protect the privacy and security of your personal information, Supplier(s) will only be authorized to use or maintain your personal information only in accordance applicable laws and regulations.

Monitoring by ACI Payments, Inc.

ACI Payments, Inc., its Suppliers, affiliates and agents are entitled, but not obligated, to review or retain records of your use of the Service. We and our Suppliers may monitor your use of the Services to evaluate the quality of service you receive, your compliance with this Agreement, the security of the Services, or for other reasons. You agree that these monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which ACI Payments, Inc. or its Suppliers monitor your use of the Services and enforce or fail to enforce the rules and guidelines of the Service and the terms of this Agreement. In no event will ACI Payments, Inc. or its Suppliers be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of any monitoring activities.

Hyperlinks

ACI Payments, Inc. may make available links from the ACI Payments, Inc. Service to other, third party sites or electronic services providers that are not affiliated with ACI Payments, Inc. ACI Payments, Inc. does not control these other sites or services, and ACI Payments, Inc. makes no representations or endorsements whatsoever concerning those sites or services. The fact that ACI Payments, Inc. has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are risks in using any information, software, service or product found on the Internet, and ACI Payments, Inc. cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold ACI Payments, Inc. liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

Neither ACI Payments, Inc. nor Agency shall be liable for any actual or consequential damages arising from any claim of delay of transactions or failure due to any violation of the terms of this Agreement, insufficient funds in your designated bank account to complete the electronic payment request, failure to provide correct or complete personal or Agency information; or any other circumstances beyond the control of ACI Payments, Inc. (such as but not limited to fire, flood, earthquakes, war, riots, acts of terrorism, delays in the banking system or acts or interference from a third party).

In addition, ACI Payments, Inc. and/or Agency, at its sole discretion reserves the right to restrict electronic payment requests from your designated bank account for any one of the reasons listed below:

- * Unauthorized or unusual use of your designate bank account;
- * Transfer or receipt of fraudulent or suspected fraudulent funds;
- * Detection of excessive disputes or reversals, or "kiting" type attempts;
- * Failure to cooperate in an investigation, disputes, or provide additional requested information when requested;
- * Any noncompliance with the terms and conditions of this Agreement;
- * Failure to confirm any personal or bank account information previously provided by you associated with the use of our Service; or
- * Insufficient funds, returns, or reversals of any kind related to your bank account.

We will use reasonable efforts to research and resolve such matters as specified above to reach a conclusion as quickly as reasonably possible for all parties involved.

In the event there is a dispute covering a specific transaction, we may restrict the electronic funds related to that particular transaction. ACI Payments, Inc. may also restrict all transactions for a

designated period of time or as necessary in the sole discretion of ACI Payments, Inc. to protect itself and/or the Agency against the risk or returns or reversals.

V. The ACI Payments, Inc. Service -- How it Works

Electronic Transfers:

When you make a payment through ACI Payments, Inc. to your designated Agency, you agree that ACI Payments, Inc. can process the payment and debit your bank account on behalf of the intended payee by requesting an electronic fund transfer from your designated bank account. Upon receipt of such request, we will make electronic transfers via the Automated Clearing House (ACH) system from your U.S. bank account on behalf of your Agency in the amount specified. Your request constitutes your authorization for such electronic transfers to be made by the Agency. You may be charged a non-refundable service fee for any ACH transactions that result in a returned ACH item, such as but not limited to those caused by insufficient funds in your bank account, closure of your bank account, or if the bank account number or other information you provided is incorrect. ACI Payments, Inc. reserves the right to resubmit for collection any ACH debit authorized by you that is returned for insufficient or uncollected funds.

Fees:

ACI Payments, Inc. may charge you a non-refundable fee for each E-Check transaction processed in addition to the corresponding Agency payment as part of the E-check transaction. The fee will be displayed as part of the transaction you authorize.

VI. Prohibited Transactions

Prohibited Transactions:

You will not use the Service, the ACI Payments, Inc./Agency website or any of the services offered therein for any unlawful or fraudulent activity. If ACI Payments, Inc. has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions of this Agreement, your access to the Service may be suspended or terminated. You will cooperate fully with ACI Payments, Inc. to investigate any suspected unlawful, fraudulent or improper activity.

Hacking:

If you use, or attempt to use the Service for purposes other than sending payments pursuant to this Agreement, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, the availability of our Service to you will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

VII. What you need to know about your Electronic Fund Transfer Rights and Error

Resolution:

It is very important that you contact us as well as contact your financial institution/bank at once if someone has transferred or may transfer money from your account without your permission. Under applicable banking regulations, the extent of your liability for an unauthorized transaction is largely determined by your promptness in notifying your bank if a transfer or withdrawal in your monthly statement is incorrect or unauthorized. Please be sure to review your terms and conditions as provided to you by your financial institution/bank related to your Electronic Fund Transfer Rights and Error

Resolution. Notifying your bank quickly limits your liability: If you notify us and your bank within two business days after you learn that your account may have become known by an unauthorized person, you can lose no more than \$50.00 if an unauthorized person has access to your account without your permission to initiate a transaction. If you do not notify us and your bank within two business days, and we can prove that we could have stopped someone from having access your account without your permission if you had told us, you could be liable for as much as \$500.00. If you do not notify your bank and us within 60 days after receiving notice, you may not recover any money you lose after the 60 days if it can be proven that we could have stopped someone from taking the money if you had notified your bank and us in time. In case of unauthorized transactions, payment problems, errors or questions about your account, you should notify your bank and ACI Payments, Inc. through the methods described in your bank account agreement as well possibly via e-mail to us.

You must: 1) State your name and primary e-mail address; 2) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and, 3) State the dollar amount of the suspected error. If you talk to anyone by telephone, you may be required to send your complaint in writing within ten (10) business days. Your alleged error may be investigated and you may be informed of the results of the investigation within ten (10) business days after your bank hears from you, and will correct any error promptly. If your bank needs more time, however, it may take up to forty-five (45) calendar days to investigate the complaint or question. If your bank decides to do this, it will provisionally credit your transaction account within ten (10) business days for the amount you think is in error, so that you may have the use of the money during the time it takes your bank to complete the investigation. If your bank asks you to put your complaint or question in writing and your bank does not receive it within ten (10) business days, it may not provisionally credit your transaction account. If your bank or we determine there was no error, you will be mailed a written explanation within three (3) business days after the completion of the investigation. You may ask for copies of documents, which were used in the investigation. Your bank or we may revoke any provisional credit provided to you if we find that an error did not occur.

VIII. Other Important Terms and Conditions

Personal Use

The Service is provided to you for non-commercial payments. We therefore generally do not accept commercial payment methods unless specifically arranged between us and your biller.

Arbitration

Any controversy or claim arising out of or relating to this Agreement or the provision of Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Contra Costa County, California, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you, the Agency, or ACI Payments, Inc. may seek any interim or preliminary relief from a court of competent jurisdiction in Contra Costa County, California necessary to protect the rights or property of you, the Agency or ACI Payments, Inc. (or its agents, suppliers, and subcontractors) pending the completion of arbitration.

Assignability

You may not assign or transfer any rights or obligations you may have under this Agreement without the prior written consent of ACI Payments, Inc. and your Receiver. We reserve the right to assign or transfer this Agreement or any right or obligation under this Agreement without your consent.

Governing Law

This Agreement is governed by and interpreted under the laws of the state of California, U.S.A., without regard to conflicts of laws principles thereof, and regardless of whether you reside, or transact business with ACI Payments, Inc. elsewhere. If any part of this Agreement is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

Disclaimer of Warranties

THIS SITE IS PROVIDED BY ACI Payments, Inc. ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACI Payments, Inc. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SERVICES, OPERATION OF THIS SITE, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES PROVIDED BY ACI Payments, Inc. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR USE OF THE SERVICES AND THE ACCURACY OF THE PERSONAL AND PAYMENT INFORMATION THAT YOU PROVIDE.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ACI Payments, Inc. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. ACI Payments, Inc. DOES NOT WARRANT THAT ITS SERVICES OR E-MAIL SENT FROM ACI Payments, Inc. ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

Limitation of Liability

ACI Payments, Inc. (AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND SUPPLIERS) WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY IN CONTRACT, TORT OR UNDER ANY OTHER CAUSE OF ACTION, FOR ANY DAMAGES OF ANY KIND WHATSOEVER INCLUDING (WITHOUT LIMITATION) DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, USE, OR DATA IN CONNECTION WITH THE (i) USE OR INABILITY TO USE THE SERVICES, (ii) THE TIMELINESS, DELETION, MIS-DELIVERY OR ACCURACY OF THE SERVICES, (iii) FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS, (iv) THE COST OF GETTING SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES OBTAINED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE ACI Payments, Inc. SERVICES (v) ANY NON-AUTHORIZATION OR NON-ACCEPTANCE OF YOUR TRANSACTION, (vi) FOR ANY DISRUPTIONS IN SERVICE, REGARDLESS OF THE CAUSE, OR (vii) FOR ANY OTHER MATTER RELATING TO THE SERVICE, EVEN IF CAUSED BY ACI Payments, Inc. NEGLIGENCE OR OTHERWISE, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD ACI Payments, Inc. RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES, INCLUDING ACI Payments, Inc. SUPPLIERS IN CONNECTION WITH THE SERVICES.

CERTAIN STATE LAWS DO NOT ALLOW EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail then you expressly agree that under no circumstances will the total, aggregate liability of ACI Payments, Inc. and its Suppliers, employees, distributors, agents or affiliates, to you or any party claiming by or through you for any cause whatsoever exceed \$100 (U.S.), regardless of the form of action and whether in contract, statute, tort or otherwise.

Please understand that you may have other rights, terms and conditions between you and your Agency that have been agreed to previously that are not covered or reiterated here. You are solely responsible for compliance with any such rules or regulations.

- * We reserve the right to hold funds beyond the normal periods for transactions that appear suspicious or fraudulent.

- * We shall not be responsible/liable for payments made to any unintended Agency or other third parties or for payments made in incorrect amounts because of errors made by you.

- * We may verify your information from time to time to ensure the integrity of the requested electronic fund transfer request. We shall not be liable for any fraud, deception or misrepresentations by any authorized or unauthorized persons.

- * You agree that we will not have any liability related to any unauthorized interception, use, or use of data relating to you or the ACI Payments, Inc. Service as well as our website for any reason.

- * We will not be liable for any actions or transfers by any other individual that uses your user name and/or password or identity with or without your consent or knowledge;

- * We will not be liable for any cause over which we do not have direct control, including issues, delays, or problems with computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers.

- * In no event are we liable for any type of damages caused other than by our intentional misconduct.

- * In no event are we liable for any indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, data or information, revenues, disclosure of confidential information, or loss of privacy) arising out of or in any way related to your use of or inability to use the Service or our website.

- * In no event are we liable for any act or omission of any third party or any circumstances beyond our control (such as, for example, a fire, flood, or other natural disaster, war, act of terrorism, riot, strike, act of civil or military authority, banking system failure/delay, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

- * In the event ACI Payments, Inc. determines, in its sole discretion, that your transactions have high reversal rates, you are attempting to use your card for purposes other than those uses for which the card was issued, or otherwise presents a relatively high risk of losses, ACI Payments, Inc. may suspend or terminate your use of the Service or enter into an additional agreement addressing such risks, which may include higher fees.

- * We reserve the right to impose daily volume or dollar amount sending limits from time to time. Senders may not exceed this limit in any given 24 hour period.

Indemnification

You agree to indemnify, defend and hold us, our affiliates, Suppliers, officers, directors and employees harmless from any claim, action, demand, loss, damages or expense (including attorneys' fees) made or incurred by any third party arising out of or relating to your use of the Service.

Termination

We, in our sole discretion, reserve the right to terminate this Agreement, access to its website, or access to the Service for any reason and at any time upon notice to you and payment to you of any unrestricted funds held for you.

Trademarks; Copyrights

The ACI Payments, Inc. Services are owned by ACI Payments, Inc. or its affiliates, agents or Suppliers and are protected by United States copyright laws and international treaty provisions. All content, trademarks, services marks, trade names, logos, page headers, scripts, buttons and icons are exclusively owned and are proprietary to ACI Payments, Inc. or its affiliates, licensors, agents or Suppliers. Other third-party products and brand names may be trademarks or registered trademarks of their respective owners, and may not be affiliated with ACI Payments, Inc. ACI Payments, Inc.' trademarks, trade dress, and content of Services may not be used, distributed, modified, transmitted or copied, in whole or in part, without the prior written permission of ACI Payments, Inc.