Bill & Pay Childcare Provider Terms and Conditions

Effective Date: November 2016

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MAY APPLY TO YOU. PLEASE READ IT CAREFULLY.

1. INTRODUCTION AND ACCEPTANCE

These Bill & Pay Childcare Provider Terms and Conditions apply to childcare providers and centers who access and use our proprietary software (the “Bill & Pay Software”) and electronic payment processing services (“Bill & Pay Services”) through software or services provided by Minute Menu LLC (each a “Childcare Provider” or “you”).

These terms and conditions, together with our Privacy Policy, and any documents they expressly incorporate by reference, and any Additional Terms (as defined in Section 14) (collectively, this "Agreement") are a contract between you, as a Childcare Provider, and i3 BP, LLC d/b/a Bill & Pay ("Bill & Pay", "we" or "us") and govern your access to and use of the Bill & Pay Services and Bill & Pay Software.

2. SUBCONTRACTORS

Bill & Pay may from time to time in its discretion engage third parties to perform Services (each, a “Subcontractor”). Without limiting the foregoing, electronic payment services provided hereunder will be performed by and through Bill & Pay’s affiliate CP-DBS, LLC d/b/a PaySchools, owner and operator of PayForit.net, (“DBS”) and its service providers.

3. CREDIT REPORTS

In order to confirm your eligibility for Childcare Providers to participate in and benefit from the Bill & Pay Services, we are required to obtain and review the credit reports of the owners of the Childcare Providers. You authorize our Subcontractor, CP-TOPS, LLC dba Trust One Payment Services, to contact third parties to verify any information provided with your enrollment application, including without limitation credit reports, including consumer credit reports, for use in evaluating your application and subsequently for any lawful purpose. We will, at your request, tell you whether a credit report was obtained and, if so, the name and address of the reporting agency that provided it.

4. BILL & PAY SOFTWARE

(a) Subject to and conditioned on your payment of the applicable fees and compliance with the terms and conditions of this Agreement, Bill & Pay hereby authorizes you to access and use the Bill & Pay Services and such software as Bill & Pay may supply or make available to you (the “Bill & Pay Software”) solely for your personal, non-commercial use.
Your use of any Bill & Pay Software that we make available to you is subject to the following restrictions:

(i) You may use the Bill & Pay Software only in connection with the Bill & Pay Services. The Bill & Pay Software is neither distributed nor sold to you. Except for your limited right to use the Bill & Pay Software in connection with the Bill & Pay Services, all rights to the Bill & Pay Software are reserved to Bill & Pay.

(ii) You may not reproduce, modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of or to the Bill & Pay Software.

(iii) You may not reverse engineer, disassemble, decompile, decode or adapt the Bill & Pay Software, or otherwise attempt to derive or gain access to the source code of the Bill & Pay Software, in whole or in part.

(iv) You may not remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, warranties, disclaimers, or intellectual property rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Bill & Pay Software.

(v) You may not use the Bill & Pay Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person or entity.

(vi) Bill & Pay is not responsible for providing any support in connection with the Bill & Pay Software or Bill & Pay Services.

5. ELECTRONIC PAYMENT SERVICES

(a) Payments to Childcare Providers. As a Childcare Provider, you are a “Payee” and your customers who initiate payments are “Payor’s” for this Section 5. Payments initiated by Payors will be processed promptly. However, a number of factors, several of which are outside of our control, will contribute to when the funds are received. We make no representations or warranties regarding the amount of time needed to complete processing, such as delays in the banking system. If you have any questions regarding payments received from users through use of the Bill & Pay Services or missing payments, please contact the Bill & Pay Support Center at customerservice@billandpay.com.

(b) Authorization. As a Payee, you authorize Bill & Pay to cause to be debited the deposit account or credit card account that the Payor has provided to Bill & Pay as part of the registration process. Payee authorizes Bill & Pay and its service providers (or their designated payment processors) to cause funds to be deposited or credited to the deposit account that you provide to Bill & Pay when you registered for electronic payment services.

(c) Payment Ownership, Scheduling, and Disbursement

(i) Funds transfers by Payors may be held for up to four (4) business days prior to disbursement to a Payee. Once payment to a Payee has been scheduled, Payors may only change
or cancel their payments in accordance with Section 5(g). Bill & Pay reserves the right to refuse to cause to be processed any payment if we reasonably believe that your activity, or the transaction if processed, would result in you being in violation of this Agreement or in violation of applicable law. In such event we will attempt to promptly notify you if we decline to process a payment. Notwithstanding the foregoing, we will have no obligation to notify you if we reasonably believe you have engaged in any prohibited activity set forth in Section 8 below.

(ii) Once a Payor transfers funds designated for payment to a Payee, a Payor has no further rights in those funds, subject to Section 6(g) below. Prior to disbursement in accordance with the Payor’s instructions provided during the registration process, Bill & Pay shall cause to be deposited all funds received from Payors in a non-interest-bearing deposit account at a financial institution in the United States. Such account is owned and maintained by its payment processor (the “Settlement Account”). The Settlement Account will be a commingled account containing funds for other customers of Bill & Pay’s payment processor in addition to the funds deposited for the benefit of Bill & Pay Payees. Bill & Pay shall maintain records of subaccounts for each Payee (“Subaccount(s)”). Bill & Pay is not a bank, savings and loan or regulated financial institution. Bill & Pay is not a money transmitter. At no time does Bill & Pay own, control, or transfer the funds in the Settlement Account, which are owned and controlled by Bill & Pay’s payment processor. Bill & Pay uses Instruction Based Funding services provided by its payment processor to cause the fund transfers required for the Payment Services. Bill & Pay’s payment processor will initiate funds transfers or check, as applicable, to Payees from the Settlement Account consistent with funding instruction files received from Bill & Pay. Neither Payor nor Payee will receive interest on any amounts transferred for time which elapses during payment processing.

(d) **Reversals, Returns and Chargebacks.** Payee agrees to be liable for any reversals, returns, or chargebacks (“Disputed Amounts”) incurred by Bill & Pay, and authorizes Bill & Pay to instruct its payment processor to setoff the amount of such Disputed Amount against funds held in the Payee’s Subaccount in order to reimburse Bill & Pay for the amount of such Disputed Amount, and if the balance in its subaccount is insufficient to cover the Disputed Amount, the Payee will immediately upon request from Bill & Pay transfer funds to the Settlement Account for credit to Bill & Pay in the Disputed Amount.

(e) **Recurring Payments.** Payors may authorize Bill & Pay to cause its payment processor to initiate recurring payments to designated Payees based upon an agreed upon schedule. Bill & Pay will make these recurring payments unless and until Bill & Pay receives and confirms a Payor’s request for cancellation, and has had a reasonable time to act upon it.

(f) **Transaction and Other Fees.** The transaction and other fees that we charge for the electronic payment services are set forth here. In some cases, you may have opted to pay transaction fees on behalf of your customers. In such a case, we will charge those fees to you; provided that we have received notice from you of your agreement to pay such fees.

(g) **Returned/ Uncollectible Check or Electronic Payments.** Bill & Pay reserves the right to take certain actions in the event that an electronic payment cannot be collected or paid for any reason, including, but not limited to, insufficient funds or invalid account or bank information. These actions include, but are not limited to, charging a returned payment fee, deducting the uncollected amount from the Payee's account(s), deducting the return payment fee from the Payee's
account(s), and/or taking any other actions allowed by law. The returned payment fee will not exceed the maximum amount allowed by law. We also reserve the right not to accept payments by such payment channel for the in the future.

(h) **Refunds.** If any of your customers are not satisfied with any good or service purchased with a payment using the payment services, it is Bill & Pay’s policy to require the customer to resolve the issue with you. The methods for refunds are determined solely between you and customer. Neither Bill & Pay nor any of its affiliates, subcontractors, or service providers shall issue refunds to customers without your instruction.

(i) **Limited Warranty.** Bill & Pay represents and warrants that it will make commercially reasonable efforts to process and pay requests for electronic debits and credits involving bank accounts, credit and debit card transactions, and check issuances to Childcare Provider in a timely manner, except that this warranty shall not apply to any failure to complete or delay in processing of any payment if:

- Payor’s payment was rejected or returned, was unpaid due to insufficient funds or credit availability, or was not authorized for any reason;
- Bill & Pay’s system was not working properly and you had knowledge of this fact and still used the system;
- A force majeure event occurred as described in Section 16(a);
- Payee or Payor information was incorrect;
- Bill & Pay reasonably suspected fraud and refused to process the payment;
- A processing error or delay in the ACH, EFT, or any other processing system occurred; or
- Bill & Pay reasonably believed, in its sole judgment, that you engaged in any prohibited activities set forth in Section 8 or otherwise breached this Agreement.

(j) Bill & Pay shall not be liable for a breach of the limited warranty set forth in Section 5(i) unless you give notice of the defective payment services, reasonably described, to Bill & Pay within ten (10) days of the time when you discover or ought to have discovered that the payment services were defective.

(k) Subject to Section 5(j), your sole remedy for any breach of the foregoing limited warranty shall be to correct the erroneous transaction and refund any service fees assessed by Bill & Pay. You further agree, to the maximum extent permitted by law, that our liability arising from any breach of the foregoing limited warranty will be limited to actual monetary damages that are the direct result of our failure to exercise reasonable care in providing the Service. Notwithstanding the foregoing, for funds transfers which are subject to Article 4A of the Uniform Commercial Code (“UCC Article 4A”), we are liable only for damages required to be paid under UCC Article 4A. Our liability for loss of interest resulting from any error or delay shall be calculated by using a rate
equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At our option, payment of such interest may be made by crediting your account.

6. INTELLECTUAL PROPERTY RIGHTS

The Bill & Pay Services and the Bill & Pay Software, are owned by Bill & Pay and its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Except for the limited rights of access and use granted hereunder are reserved to Bill & Pay and its licensors.

7. TRADEMARKS

The Bill & Pay trademark and all related names, logos, product and service names, designs and slogans are trademarks of Bill & Pay or its affiliates or licensors. You must not use such marks without the prior written permission of Bill & Pay. All other names, logos, product and service names, designs and slogans on our website are the trademarks of their respective owners.

8. PROHIBITED ACTIVITIES

You may use the Bill & Pay Services or Bill & Pay Software only for lawful purposes and in accordance with this Agreement. You agree not to use the Bill & Pay Services or Bill & Pay Software:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).

- To impersonate or attempt to impersonate another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Bill & Pay Services, or which, as determined by us, may harm Bill & Pay or users of the Bill & Pay Services or expose them to liability.

Additionally, you agree not to:

- Use any payment source you are not authorized to use or engage in any fraudulent transaction.

- Manipulate or abuse the credit card or ACH payments process in any way, including, but not limited to, making a payment to create cash from a credit or gift card.
• Use the Bill & Pay Services or Bill & Pay Software for any unauthorized or illegal purpose, including, but not limited to, making or receiving payments related to pornography, illegal drugs, gambling, or other prohibited activities.

• Use the Bill & Pay Services or Bill & Pay Software in any manner that could disable, overburden, damage, or impair the Bill & Pay Services or Bill & Pay Software.

• Use any robot, spider or other automatic device, process or means to access the Bill & Pay Services or Bill & Pay Software for any purpose.

• Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

• Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Bill & Pay Services or the Bill & Pay Software.

• Attack the Bill & Pay Services via a denial-of-service attack or a distributed denial-of-service attack.

9. **DISCLAIMER.** Except for the limited warranty set forth in Section 5(i), Bill & Pay makes no representations or warranties regarding the amount of time needed to complete processing because the Bill & Pay Services are dependent upon many factors outside of our control, such as delays in the banking system. **THE BILL & PAY SERVICES AND BILL & PAY SOFTWARE ARE PROVIDED "AS IS." BILL & PAY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, BILL & PAY MAKES NO WARRANTY OF ANY KIND THAT THE BILL & PAY SERVICES, THE BILL & PAY SOFTWARE, OR ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET YOUR OR OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION OR MATERIALS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE.

10. **LIMITATION ON LIABILITY**

(a) **EACH USER AGREES TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT IN NO EVENT WILL BILL & PAY, ITS PARENT COMPANY, SUCCESSORS, AGENTS, AFFILIATES, BUSINESS PARTNERS, AND SERVICE PROVIDERS AND EACH OF THEIR OFFICERS, DIRECTORS, AND EMPLOYEES (COLLECTIVELY, THE “BILL & PAY ENTITIES”) BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS**
SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER THE BILL & PAY ENTITIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT A BILL & PAY ENTITY.

(b) BILL & PAY IS NOT RESPONSIBLE FOR THE ACTIONS OF THIRD PARTIES, AND YOU RELEASE THE BILL & PAY ENTITIES FROM ANY CLAIMS AND DAMAGES, KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

(c) MAXIMUM LIABILITY, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF THE BILL & PAY ENTITIES TO YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE GREATER OF: (i) THE AMOUNT OF FEES RECEIVED BY US PURSUANT TO THIS AGREEMENT FOR THE BILL & PAY SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING THREE MONTHS; OR (ii) $500.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

(d) Exceptions. The exclusions and limitations in this Section 10 do not apply to Bill & Pay's obligations or liability for Bill & Pay's gross negligence or willful misconduct.

(e) THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT, OUR WEBSITE, THE BILL & PAY SERVICES OR THE BILL & PAY SOFTWARE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

12. INDEMNIFICATION

You agree to indemnify and hold harmless the Bill & Pay Entities from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Agreement (including any Additional Terms), your use of our website, the Bill & Pay Services, the Bill & Pay Software, or from any act or omission by you with respect to the same or a payment.
13. MONITORING AND ENFORCEMENT; TERMINATION

(a) We have the right to:

   (i) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Bill & Pay Services.

   (ii) We reserve the right to refuse to provide the Bill & Pay Services to you or terminate or suspend the provision of services, in our sole opinion, that you are using (or intend to use) the Bill & Pay Services or Bill & Pay Software in a fraudulent manner or in a way that is otherwise in violation of the law or this Agreement.

(b) Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Bill & Pay Services or website. YOU WAIVE AND HOLD HARMLESS THE BILL & PAY ENTITIES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

(c) You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of this Agreement.

(d) Any suspension or termination shall not affect your obligations to us under Agreement. The provisions of this Agreement which by their nature should survive the suspension or termination of your account or this Agreement shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, disclaimers, limitations on liability, provisions related to intellectual property ownership, and all of the miscellaneous provisions in Section 16.

14. GEOGRAPHIC RESTRICTIONS

(a) Bill & Pay is based in the State of Tennessee in the United States. We make no claims that the Bill & Pay Services, website or any of its content is accessible or appropriate for use outside of the United States. Access to the Bill & Pay Services or website may not be legal by certain persons or in certain countries. If you access the Bill & Pay Services or website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

(b) Notwithstanding Section 14(a), if you are a resident of a country other than the United States, you acknowledge and consent to the transfer of your personal information to our locations(s) in the United States for the exclusive purpose of providing the Bill & Pay Services and completing the transactions you have authorized. When we use third-party providers to provide or complete the Bill & Pay Services to you, we have obligated them to keep your information confidential and to use it solely to provide the Bill & Pay Services to you. For more information, please refer to our Privacy Policy.
15. ADDITIONAL TERMS; CHANGES TO THE AGREEMENT AND SERVICES

(a) We reserve the right at any time and for any reason, to modify or discontinue any aspect or feature of the Bill & Pay Services or to modify this Agreement. In addition, we reserve the right to provide you with additional terms and conditions that may govern your use of the Bill & Pay Services generally, unique parts of the Bill & Pay Services, additional functionality or applications made available to you as part of the Bill & Pay Services, or any or all of these (“Additional Terms”). Any such Additional Terms that we may provide to you will expressly reference this Agreement, will be effective upon notice, and be incorporated by reference into this Agreement. To the extent any Additional Terms directly conflict with this Agreement, the Additional Terms will control.

(b) Subject to the next paragraph, modifications to this Agreement will become effective three (3) days after posting on our service or, if we notify you by email or conventional mail, as stated in the email message or conventional mailing. Your access to and use of the Bill & Pay Services or Bill & Pay Software after the effective date of any modification of this Agreement will signify your assent to and acceptance of the same. If you object to any subsequent revision to this Agreement, immediately discontinue use of the Bill & Pay Services or Bill & Pay Software. All counteroffers to this Agreement (or amendments to the same) are categorically rejected.

(c) If a dispute arises out of or relates to our website or this Agreement including, without limitation, any Additional Terms or their breach (the “Dispute”), the parties agree that the Agreement in effect at the time the Dispute arose shall apply to the Dispute, including any amendments to the Agreement posted prior to the dispute arising. No amendment to the Agreement shall apply to any Dispute as to which we had notice prior to posting the amendment.

16. MISCELLANEOUS

(a) Force Majeure. Bill & Pay shall not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Bill & Pay including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ten (10) days, you shall be entitled to give notice in writing to Bill & Pay to terminate this Agreement.

(b) Entire Agreement. This Agreement, any Additional Terms, and our Privacy Policy constitute the entire agreement between you and us with respect to your use of the Bill & Pay Services, and supersede all previous written or oral agreements between the parties with respect to such subject matter.
(c) **Governing Law and Jurisdiction.** All matters relating to the Bill & Pay Services, the Bill & Pay Software, this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to the Bill & Pay Services, the Bill & Pay Software and/or this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Tennessee in each case located in the City of Nashville and County of Davidson although we retain the right to bring any suit, action or proceeding against you for breach of this Agreement in your state of residence. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

(d) **Waiver and Severability.** No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

(e) **Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without Bill & Pay’s prior written consent. Bill & Pay reserves the right to transfer or assign this Agreement or any right or obligation under them at any time.

(f) **Communications.** You consent to receiving communications from Bill & Pay electronically. You agree that we have the right to communicate with you by email or by posting notices to you when you log in to use our Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

(g) **Electronic Signatures.** Each party agrees that any electronic signatures, whether digital or encrypted, of the parties included in or with this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.

17. **CONTACTING US**

The Bill & Pay Services and Bill & Pay Software are owned and operated by i3-BP, LLC d/b/a Bill & Pay. All questions about your account, feedback, comments, and other communications relating to the Bill & Pay Services should be directed to the Bill & Pay Support Center at customerservice@billandpay.com.