

MYCCPAY.COM ACCOUNT CENTER TERMS OF USE

Effective Date: July 9th, 2021

PLEASE READ BEFORE ENROLLING IN THE MYCCPAY.COM ACCOUNT CENTER

The services provided on the Myccpay.com Account Center ("Service") are provided to enable cardholders with accounts to submit payments online. Persons accessing this Service are subject to these terms and conditions for use of this Service. By accessing this Service, you agree to be bound by the terms and conditions below. If you do not agree to the terms and conditions below, do not access this Service.

We reserve the right to modify or terminate the Service or terminate your access to the Service at any time without notice. The most current version of the Terms of Use will always be available to you by clicking on the link at the bottom of this website ("Site"). If you find the Terms of Use unacceptable at any time, you may discontinue your use of the Service. By continuing to use the Service after the date of any change to these Terms of Use, including accessing the Site, you agree to be bound by the rules contained in the most recent version of this Agreement. In the event that this Agreement is in conflict with any separate agreements you have entered into with Acct-Admin, LLC to obtain specific products or services, the terms for the specific product or service will control.

By agreeing to these Terms of Use, you also agree to the following agreements incorporated below into these Terms of Use:

- Notice & Consent Regarding Electronic Delivery of Myccpay.com Account Center Terms of Use
- Myccpay.com Site Agreement

NOTICE & CONSENT REGARDING ELECTRONIC DELIVERY OF MYCCPAY.COM ACCOUNT CENTER TERMS OF USE

Please carefully review the following information regarding the electronic delivery of Myccpay.com Account Center Terms of Use. By consenting to the electronic delivery of the Myccpay.com Account Center Terms of Use, you agree to the following: You agree that we may provide in an electronic format all disclosures, notices, communications, terms and conditions and amendments thereof related to this Service.

1. How to Obtain Electronic Delivery of Myccpay.com Account Center Terms of Use (E-Disclosures)

- A. We post the most current Myccpay.com Account Center Site Agreement on the Site.

- B. We may also send customers an email and/or secure message through this Service that tells you where disclosures can be viewed on the Site.
- C. You may download or print electronic notices and disclosures from your computer if you have the hardware and software described below. You can also save copies to your hard drive or other media for viewing and printing at a later time.

2. Paper Copy of Myccpay.com Account Center Site Terms of Use

If you consent to the electronic delivery of the Myccpay.com Account Center Terms of Use, you may also request a paper copy of the Myccpay.com Account Center Terms of Use by writing us at Acct-Admin, LLC; P.O. Box 911007 San Diego, CA 92191 or by calling us at 1-800-683-9225. There is no fee for providing a paper copy.

3. Scope of Consent

Your consent to receive electronic disclosures applies only to the Service provided by the Myccpay.com Site.

4. Equipment and Software

To access and use this Service you will need an Internet browser we support, a current version of a program that reads and displays PDF files (such as Adobe Acrobat Reader) and a computer or mobile device capable of supporting these. Your browser must also support at least 256-bit encryption and be JavaScript enabled. You will be able to access this Service only if you have agreed to the Terms of Use. To ensure a successful sign in to this Service, all the information you provide to us must be accurate, complete, and current. By submitting the login information, you are authorizing us to verify any of the information you provide. Verification of your identity may be achieved through the use of third-party services.

You are solely responsible for the equipment (including, in the case of online banking, your personal computer, mobile device and software) you use to access online banking services. We are not responsible for errors or delays or your inability to access these services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon. We do not warrant nor will we be responsible for any errors or failures from the malfunction or failure of your equipment.

5. Acceptance, Consent and Acknowledgement of Electronic Disclosures

By accessing this Service, you agree to the following (if you do not agree to the terms and conditions below, do not access this Service):

- A. "I have the hardware and software necessary to access and retain the Myccpay.com Account Center Terms of Use delivered electronically and am

able to download and print a copy of the Myccpay.com Account Center Terms of Use;" and

B. "I have received, read and agree to the Notice & Consent Regarding Electronic Delivery of Myccpay.com Account Center Terms of Use;" and

C. "I have received, read and agree to the terms and conditions outlined in the Myccpay.com Account Center Agreement."

MYCCPAY.COM SITE AGREEMENT

The Myccpay.com Account Center Agreement ("Agreement") governs the use of the Site and Service. By using the Service, you agree to all of the following terms and conditions:

1. Definitions

As used in this Agreement, "account" and "accounts" mean the account you provide when establishing your Myccpay.com Site login information. "You", "your", and "yours" refers to the owner of the account or a person with authority with respect to the account using this Service. "We", "our", "us", and refers to Myccpay.com.

2. Required Equipment & Access to the Myccpay.com Site

In order to use this Service, you need a computer or mobile device (in this Agreement, your computer, mobile device and the related equipment are referred to together as your "Computer") with a web browser, account number and login information. The login information is used to access your account(s) through this Service.

You are responsible for the installation, maintenance, and operation of your computer mobile device, browser and the software. We are not responsible for any errors or failures from any malfunction of your computer, mobile device, the browser or the software. We are not responsible for any virus or related problems that may be associated with the use of this Service.

3. Services Available via the Myccpay.com Site

This Service allows you to submit payments to your account you provide when establishing your login information. To use this Service, you must have an account listed on the Site's homepage and that account must be currently serviced by Myccpay.com. Through this Service you may have access to submit payments to the account you provide when establishing your login information. Myccpay.com reserves the right to deny access to an account under certain circumstances.

Acct-Admin, LLC determines what information you will be able to access through this Service. Your account information available online through this Service is not intended to replace the regular monthly periodic statements you receive via mail, email or other means. In that case, you must refer to your full monthly periodic billing

statement(s) for your account to obtain complete account detail and information, including important information about your rights and obligations. Any discrepancies or disputes regarding the accuracy of your account summary or periodic billing statement(s) detail must be addressed directly with customer service the issuing bank associated with your account. Copies of previously delivered paper monthly periodic billing statements must be requested from customer service or the issuing bank associated with your account.

Access to this Service is available twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods.

INACTIVE STATUS: We may convert your account to inactive status if you do not sign onto this Service or have any transaction scheduled through this Service during any consecutive 90-day period. If your account is considered inactive, you must contact customer service to have this Service reactivated before you will be able to schedule any transaction through this Service.

4. Payments

You are responsible for ensuring timely payments to your account and for the method used to make your payments. We are not responsible for problems or issues related to your payments. For more information about payments, please refer to your cardholder agreement.

5. Electronic Mail (Email)

Electronic confirmation may be sent to the email address you provide as your email address for this Service. If you change your email address, you are responsible for also updating your email address you provided for this Service.

You understand and agree that your email confirmation may be delayed or prevented by a variety of factors. We neither guarantee the delivery of any confirmation email. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any confirmation email, for any errors; or for any actions taken or not taken by you or any third party in reliance on a confirmation email.

NOTE: If you attempt to send us an email message, please be aware that email transmissions are not secure. We advise you not to send us or ask for sensitive information via any general or public email system. If you wish to contact us, please use the contact information below.

6. Unlawful or Unauthorized Use

You may not use this Service for any unlawful or unauthorized purpose whatsoever. You will adhere to all applicable laws and regulations, which apply to service relationships of this nature and specifically agree that you will not attempt to utilize this Service to access the account of another person.

While accessing the Site or otherwise using this Service, you agree not to:

- A. Tamper with, hack, modify or otherwise corrupt the security, content or functionality of the Service;
- B. Use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site or its content;
- C. Restrict or inhibit any other user from using and enjoying the site or the Service;
- D. Post or transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component;
- E. Attempt to gain unauthorized access to any portion or feature of the website, or any other systems or networks connected to the Site by any illegitimate means;
- F. Post on or transmit to or from this Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, immoral, or profane material, or any other content that could give rise to any civil or criminal liability under the law;
- G. Engage in any illegal activity or other activity which infringes our rights or the rights of others using or in connection with the Service or the Site;
- H. Use this Site or any portion of this Site for a commercial purpose; or
- I. Copy, remove or alter any content, intellectual property or copyright, trademark or other proprietary notice or legend displayed on the site or printed pages from the Site. The Site's content, including but not limited to all music, images, icons, text, software, logos, expressions, and ideas, is copyrighted and protected by U.S. and worldwide copyright laws and treaty provisions. In addition, this Site's content is protected by patent and trademark laws, the laws of privacy and publicity, and the various communication regulations and statutes.

We reserve the right either to refuse to post, or to remove any information or materials, in whole or in part, that do not comply with these terms. We also reserve the right, in our sole discretion, to prohibit from using this Service any user who violates these terms. Such prohibition may occur without notice to the user.

By offering the Service via this Site, no solicitation is made by us to any person to use such Service in jurisdictions where the provision of the Service is prohibited or restricted by law. The Site is intended only for use within the United States. We may

restrict your access to the Site during times you are in a country for which use of the Site would be prohibited. The Site is not intended for use by persons in any jurisdiction where such use would be contrary to applicable laws or regulations. You are responsible for compliance with all local laws.

7. Access Information, Security & Privacy

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. Although we use stringent security measures and take all reasonable steps to protect your account and other personal information, the Internet is a public network, and we cannot guarantee that any information transmitted or transactions conducted via the Internet are absolutely secure or that a third party will not be able to access or intercept such payment information.

We do not tolerate fraud and reserve the right to take all reasonable measures to detect and prevent it. For security purposes, we may view, monitor, and record activity on this Site without notice or permission from you. Any information obtained by monitoring, viewing, or recording may be subject to review by law-enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Site. We will also comply with all court orders involving requests for such information. Actual or attempted fraud or other unauthorized use of the Site and/or Service may result in criminal and/or civil prosecution and immediate termination of your right to use the Service.

Use of your unique login information is required to access this Service. You acknowledge that your login information is unique, and must be kept private and confidential to protect the security of your account. You agree not to give or make available your login information to any unauthorized individual. If you believe your login information has been compromised, lost or stolen, someone has attempted to use your Myccpay.com Site login, or your account has been accessed by someone other than yourself, you must notify Acct-Admin, LLC immediately (using the contact information below). If you lose or forget your login information contact customer service immediately.

In order to allow for a high degree of confidentiality and security, we require the use of browsers that provide encryption using at least 256-bit key. The higher the level of encryption, the harder it is for unauthorized people to read information. We recommend that customers protect their valuable financial information by using the most secure encryption possible.

8. Liability

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT MAY ARISE IN CONNECTION WITH THIS WEBSITE, OR FROM YOUR USE

OF, OR INABILITY TO USE, THIS WEBSITE OR ANY INFORMATION PROVIDED ON THIS WEBSITE; OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; OR DISCLOSURE OF INFORMATION WHEN REPLYING TO YOU BY EMAIL OR OTHER ELECTRONIC MEANS OR RECEIVING EMAILS FROM YOU; EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

We use our best efforts to make this Service available to you. However, we shall incur no liability if it is unable to provide this Service to you for any reason. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your account via this Service. Unless otherwise required by applicable law, we are only responsible for performing the services as delineated in this Agreement.

With your acceptance and use of the Site & Service, you agree that we shall not be liable to you or any third party for any indirect, incidental, or consequential costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction of your computer or any virus or computer problems that you may encounter related to the use of the Service. We will not be liable to you in the following instances:

- A. If you do not have enough money in your designated banking account to make the payment requested.
- B. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken.
- C. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- D. If your funds are subject to a legal proceeding or other encumbrances restricting the payment request entered.
- E. If you believe someone has accessed your accounts without your permission and you fail to notify us immediately.
- F. If we have received incomplete or inaccurate information from you or a third party involving the account or the payment request entered.

- G. If we have a reasonable basis for believing that unauthorized use of your login information or account has occurred or may be occurring or if you default under this Agreement, the agreement for your account or any other agreement with us, or if we or you terminate this Agreement.
- H. If the account has been closed.
- I. If your computer, software, WiFi, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted to enter a payment request.
- J. If you had knowledge of or questions about the possible malfunction of our system when you initiated the payment request entered.
- K. If you do not have enough money in your designated banking account to make the payment requested.
- L. If you do not have enough money in your designated banking account to make the payment requested.
- M. Other applicable laws and/or regulations exempt us from liability.

Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, loss, expense, demand, liability, suit, action or other proceeding and any expenses related to your Acct-Admin, LLC Site account. You further agree that you will cooperate fully in the defense of any such claims. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without our written consent.

Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider, by an Internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access the Myccpay.com Site account.

Virus Protection. Myccpay.com is not responsible for any electronic virus or viruses that you may encounter. We suggest you ensure that your operating system, software, browser version, plug-ins and virus protection software are current and up-to-date. An undetected virus may corrupt and destroy your programs, files, and hardware.

9. Linked Web sites

This Site may contain links to other websites operated by third parties (non-affiliates

of Myccpay.com). Accessing any linked website is at your own risk. We are not a party to any agreements you enter with linked websites, and are not responsible for the content, products, services, privacy policies, or security offered by such websites. In the event you choose to use the services available at a linked website, you agree to read and adhere to the policies and terms of use applicable to that website.

10. Concurrent Agreements

These Terms of Use, including the Myccpay.com Site Agreement, are supplement(s) to and do not supersede any other agreements that you have with the issuing bank for your account or Myccpay.com.

11. Alterations and Amendments

The terms of this Myccpay.com Account Center Agreement may be altered or amended by Myccpay.com from time to time. Any changes to Terms of Use will be posted to this website and will go into effect as soon as they are posted. Please check this website regularly for any such changes. Your continued use of this Service after we provides you with such a notice of change will constitute your agreement to such change(s).

12. Termination or Discontinuation

We reserve the right to terminate or discontinue this Service and this Agreement at any time. You may terminate this Agreement, by writing us at P.O. Box 911007 San Diego, CA 92191 or by calling us at 1-800-683-9225. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.

If any terms or conditions in these Terms of Use change due to applicable law or is declared invalid by order of a court, the remaining terms of these Terms of Use will not be affected, and these Terms of Use will be interpreted as if the invalid terms had not been placed in these Terms of Use.

13. Error Resolution Notice

For information about how to resolve any errors or questions about your account, please refer to your cardholder agreement.

14. Right to Stop Payment of Pre-Authorized Electronic Funds

If you have made arrangements with us to make regular payments or withdrawals out of your checking, savings, or debit card account, you can stop any of these pre-authorized payments. Call us at 1-800-683-9225, or write to us on a separate sheet of paper (see Correspondence Address and Telephone Number information (18) below), in time for us to receive your request at least three (3) business days or more before the pre-authorized payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you fail to confirm your oral request in writing, your request will terminate fourteen (14) days after it is made.

15. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to any present or future, directly or indirectly, affiliated company. We may also assign or delegate its rights and responsibilities under this Agreement to independent contractors or other third parties.

16. No Waiver

We shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on the part of us in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

17. Governing Law

This Agreement shall be governed by the laws of the State of South Dakota and by applicable Federal laws and regulations.

18. Correspondence Address and Telephone Number

If you need assistance with the Myccpay.com Site or Service, or if you need to communicate with customer service, call 1-800-683-9225 or write to:

Acct-Admin, LLC
Attn: Card Services
P.O. Box 911007
San Diego, CA 92191

DISCLAIMERS

THE SERVICE (AND ALL OTHER RELATED SERVICES) IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION, PRODUCTS, SERVICES, OR RESULTS; AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

WE DO NOT WARRANT NOR REPRESENT THAT YOUR USE OF MATERIALS DISPLAYED ON THIS WEBSITE WILL NOT INFRINGE RIGHTS OF THIRD PARTIES NOT OWNED OR AFFILIATED WITH US.

WE RESERVE THE RIGHT TO CHANGE AND/OR DISCONTINUE OUR CURRENTLY PROVIDED SERVICES AT ANY TIME, FOR ANY REASON, TO THE EXTENT PERMITTED BY APPLICABLE LAW.