

Online Website Agreement and Authorization for Payments

The Payment Website (the "Service") is an online bill viewing and payment service provided by Carefeed and its licensors, including Pay Theory (collectively, "Licensors").

Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions below. If you do not accept the terms and conditions of this Agreement, you may not access or use the Service. This Agreement may be modified from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement. Licensors have no obligation to notify users of the posting of a modified Agreement.

Payment Services. By accessing the Service, you authorize Licensors to establish and maintain your payment authorizations and to process your payments according to preference.

Types of Payments and Payees. Payments that you authorize will be made from a bank or financial institution account (the "Transaction Account") that you designate. It is your responsibility to establish and maintain the Transaction Account and to pay any and all fees associated with the Transaction Account.

Timing. By providing Licensors with a payment authorization under the Service, you authorize Licensors to charge the Transaction Account to remit funds on your behalf to pay your bills or balances owed. It is your responsibility to make timely payment authorizations, so that the funds will arrive before the date on which they are due. You should submit all payment authorizations at least three (3) business days before the actual due date for the bills (not the late date). A "business day" means any day other than Saturday, Sunday, a federal holiday, or any other day on which banks in the United States are not generally open for business. You shall bear the risk and the responsibility for paying any late charges or penalties resulting from the late receipt of any payment made under the Service; provided, however that Licensors agrees to waive late charges and penalties resulting from late receipt of payment, in the event that your payment authorization was made more than (3) business days before the actual due date and the payment is late solely due to Licensors's failure to promptly process your payment authorization.

Responsibility of Licensors. Licensors will use all reasonable efforts to process all your payment authorizations promptly and properly, provided the authorizations are actually received by Licensors. Licensors will not be responsible for any failure to process a payment authorization that is not actually and completely received by Licensors for any reason, including user error, equipment malfunction, natural disasters or impediments, or inaccurate or incomplete information. In no event shall Licensors be responsible for penalties, bank fees or any other charges related to the use of the Payment Website.

Bank or Financial Institution Limitations. In using the Service, you are requesting Licensors to make payments for you from your designated Transaction Account. If your bank or financial institution is unable to process a transaction (for example, there are not sufficient funds in the Transaction Account to cover the transaction, or if funds in the account are unavailable for any reason), the transaction may not be completed. There may be limits or restrictions upon the number or frequency of payments that may be made from your Transaction Account under applicable law or under the terms of your agreement with the bank or financial institution maintaining the Transaction Account. Licensors' obligations under the Service are subject to any such limits or restrictions, and Licensors has no duty to notify you of any such limits or restrictions.

Charges. As a customer of the Service, you will not be charged by Licensors for payment authorizations that you choose to send electronically.

DISCLAIMER OF WARRANTIES. Licensors IS PROVIDING THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Licensors DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL Licensors OR ANY LICENSORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF Licensors OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you.

Assignment. You may not assign this Agreement to any other party. Licensors may assign this Agreement to any directly or indirectly affiliated company. Licensors may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

General. This Agreement is governed and shall be construed in accordance with the laws of the State of OH, excluding its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between Licensors and you concerning the Service and may only be amended as provided herein. Failure or delay in enforcing any right or provision of this Agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

Privacy Policy

Carefeed, Inc is providing this Privacy Policy to you so that you understand how we use the information you provide. Privacy is our primary concern for users of our online services.

1. We record email contact information strictly for our internal use. We do not sell or distribute personal information.
2. We send confirmation emails and texts regarding payments and certain types of maintenance. Confirmation emails help guard against fraudulent use of the system.
3. We record your use of the system to the extent we are aware of when log-in occurs. We also keep statistics about how the system is used. This information helps us plan better services and improve system performance.
4. We use encrypted transmission (Secure Socket Layer - SSL) for all transactions on our billing site.
5. We do not use cookies.
6. We do not retain credit card information (unless you specifically tell us to for your convenience) except for audit trails which are used to prove transactions. The audit trails have portions of the card number marked out for enhanced privacy. Credit card data is fully tokenized.