

# Terms and Conditions for Users of

# SchoolPay<sup>®</sup>

## **SERVICE DEFINITIONS**

"Agreement" means these Terms and Conditions of the Payment Service. "Payment Service" is the Service which enables a Payment that is initiated by you to be paid to a Payee. "Payee" is the entity to which you wish a payment to be directed through the Service. "Payment Account" is the checking account or credit card account from which payments will be debited. "Service" means the Payment Service offered by or through MY PAYMENT NETWORK, INC or any "powered by MY PAYMENT NETWORK" service offered under any brand name, through My Payment Network distribution partners. "We," "us," and "our" refer to the Service. "You" and "your" refer to the individual that is using the Service in order to make Payment. . An "Authorized User" is any individual which you allow to use the Service or your password or other means to access your account.

## **SERVICE GUARANTEE**

Payments made using credit card typically post to your account in two business days. Payments made using ACH/check typically post anywhere from three to six business days. Due to circumstances beyond the control of the Service, particularly delays in handling and posting Payments by financial institutions, some Payment transactions may take longer to be credited to your account. .

## **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with account information you authorize the Service to process payments through any of our ACH and credit card processors. If you choose to make payment with a credit card account, you understand and acknowledge that the Service does not perform any identity verification on such credit card accounts. You certify that any Payment Account you add to your profile is an account from which you are authorized to make payments, and any payment you make using the Service will debit/charge a Payment Account that you are legally authorized to use. You also authorize the Service to credit your Payment Account for payments refunded. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number;
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be

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responsible for returning the improperly transferred funds to your Payment Account

## **PAYMENT METHODS**

The Payee reserves the right to select the method of payment that will be available for any payment item. These payment methods include, but are not limited to, an electronic check payment, or any of the major branded credit cards.

## **RECURRING OR SCHEDULED PAYMENT CANCELLATION REQUESTS**

Scheduled Payments which have not begun to process or already settled may be cancelled or edited by contacting either My Payment Network or the Payee.

## **STOP PAYMENT REQUESTS**

Once the Service has begun processing any Payment, it cannot be cancelled or edited. If you desire to stop any Payment that has already been processed, you must contact customer service at 888.88.MYPAY. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so.

## **PAYMENT PRESENTMENT**

This feature is for the presentment of electronic payments only and it is your sole responsibility to contact your Payee directly if you do not receive your request for payment.

Information provided to the Payee - The Service is unable to update or change your personal information, such as, but not limited to, name, address, phone number(s) and e-mail address(es), that you have established with the Payee. Any changes to such information will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all user names and passwords for Service access. You also agree not to use someone else's information to gain unauthorized access to another person's account. The Service may, at the request of the Payee, provide to the Payee your e-mail address, address, or other non-sensitive data specifically requested by the Payee for purposes of the Payee informing you about Service and/or payment information.

Authorization to obtain payment and/or contact data - Your use of the Service shall be deemed by us to be your authorization for us to obtain, if necessary, your payment and/or contact data from the Payee.

Notification - The Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification of Payments, it is your responsibility to periodically log on to the Service and ensure your e-mail address is properly stored.

Non-Delivery of Payment Requests - You agree to hold the Service harmless should the Payee fail to deliver your Payment Requests. You are responsible for ensuring timely payment of all payments due the Payee. Copies of previously delivered Payment Requests must be requested from the Payee directly.

Accuracy and dispute of electronic payments - The Service is not responsible for the accuracy of your payments requested by the Payee. The Service is only responsible for presenting the information the Payee requests. Any discrepancies or disputes regarding the specifics of the Payments requested from the payee must be addressed with the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payee.

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## **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit Authorized Users or other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 1-888-88-MYPAY (69729) during customer service hours.

## **ERRORS AND QUESTIONS**

In case of errors or questions about your Service transactions, you should as soon as possible notify us via one of the following:

- Telephone us at 1-888-88-MYPAY (69729) during customer service hours;
- Write us at:  
MY PAYMENT NETWORK  
214 N. Hamilton Street  
Suite 102  
Madison, WI 53703

If you think your financial institution statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than ninety (90) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and user name (email address);
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to fifteen (15) days to complete our investigation. You may ask for copies of documents used in our investigation.

## **PRIVACY POLICY**

The Service's policy with respect to use of your information will be in accordance with the MY PAYMENT NETWORK privacy statement that may be viewed at the [www.mypaynet.com](http://www.mypaynet.com) site.

## **FAILED OR RETURNED TRANSACTIONS**

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In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In such cases, you agree that:

1. The Service has the right to reattempt the transaction;
2. You may be assessed a fee by your financial institution as a result of the return that is separate from and in addition to any fee assessed by the Service;
3. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
4. The Service is authorized to report the facts concerning the return to any credit reporting agency.

### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone number(s) and e-mail address(es). Changes can be made either within the application or by contacting customer service. Any changes in your Payment Account should also be made to any stored account information within the Service. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service you may do so via one of the following:

1. Telephone us at 1-888-88-MYPAY (69729) during customer service hours;
2. Write us at:  
MY PAYMENT NETWORK  
214 N. Hamilton Street  
Suite 102  
Madison, WI 53703

Cancellation requests must include your name, address, user name (email).

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments will also be completed by the Service. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. If you dispute a Payment the Service advises you first take your dispute to the Payee. If you dispute a Payment made from a Payment Account that is a credit card account, you acknowledge that such dispute (including, but not limited to, chargeback or fraud) must be taken up with your credit card company; the Service is not responsible for any research or resolution of such credit card payment disputes. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or customer service department says, and the terms of this Agreement, the terms of this Agreement will prevail.

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## **ASSIGNMENT**

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

## **NO WAIVER**

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

## **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law's provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE. I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.