

End User Terms and Conditions

By signing up, you acknowledge and agree that the BankPay services are provided by our third-party service provider, Certegy Payment Solutions, LLC ("Certegy").

By accepting these terms and conditions (these "Certegy Terms") and using Certegy's services, you agree that Certegy may either (i) debit you for all fees and other amounts (including but not limited to rejected or returned transactions from the account designated by you or Till Payments to Certegy or (ii) setoff fees and all other amounts (including but not limited to rejected or returned transactions) by having Certegy net fees and all other amounts from amounts owed to you. In addition, you agree that you will: (i) hold any data disclosed to you as a part of Certegy's services in strict confidence; (ii) comply with all applicable Laws, including but not limited to the Electronic Fund Transfer Act, Reg E, NACHA, state laws regarding returned payment service charges, and the FCRA; (iii) not interfere with the delivery by Certegy of any decline notices; (iv) upon termination of these Certegy Terms, certify in writing to Till Payments within ten (10) business days after termination that you have destroyed all documentation, in any form and all copies thereof, related to Certegy's services; (v) maintain appropriate administrative, technical, and physical safeguards for all services provided under these Certegy Terms, consistent with industry standards; (vi) immediately notify Till Payments if you discover any mistakes, omissions, errors, viruses, or other defects in Certegy's services; (vii) immediately notify Till Payments by telephone and subsequently in writing of any actual or reasonably suspected security attacks or incidents which occur with respect to Certegy's services, communicate regular updates to Till Payments regarding the status of the incident until the incident has been fully resolved, and cooperate in all necessary notices to law enforcement agencies and affected individuals; (viii) provide summary documentation of your security policies and practices with regard to Certegy's services to Till Payments, if requested; (ix) keep the business information provided to Till Payments in connection with credentialing current; and (x) comply with all reasonable requests from Certegy, including without limitation requests submitted for compliance or security purposes.

You also acknowledge and agree that (i) you are not (a) acquiring a copyright, patent or other intellectual property right in Certegy's services, or any data, modifications, customizations, specifications, enhancements, changes or work product related thereto; or (b) granted any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any intellectual property utilized by Certegy or any third party involved in the provision of Certegy's services or the delivery of the services to Till Payments; (ii) you should exercise your own judgment and should not draw any adverse conclusions about the credit worthiness of a customer based upon Certegy's services; (iii) Certegy's services are provided on an "as-is" and "as available" basis, without any warranty of any kind, express or implied; and (iv) all information provided to Certegy or Till Payments in connection with these Certegy Terms is true, accurate, complete.

You further agree you will indemnify, defend and hold harmless Till Payments and Certegy, including their directors, officers, agents and employees, from and against any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs, or expenses, including reasonable attorney's fees, arising out of or in connection with your (i) use of Certegy's services in conjunction with computer programs, processes, hardware, software, data, systems, or services owned, licensed or provided by someone other than Certegy; (ii) breach these Certegy Terms; (iii) breach of applicable law, or (iv) negligence or willful misconduct.

You agree that an authorized transaction will be eligible for warranty coverage only if:

- (i) Certegy authorized the transaction based upon information accurately provided by you,
- (ii) the transaction is not presented because of fraudulent activity by you or your agents;
- (vi) the transaction is not otherwise excluded from authorization and/or warranty coverage under the terms of these Certegy Terms; and
- (vii) all required notices were provided to the customer in compliance with these Certegy Terms.