



## EBPP Terms & Conditions

### **Definitions:**

**Payor:** The party submitting the online payment.

**Payee: (QTel LLC.)** The party receiving the online payment.

**Output Services Group, Inc:** The software company which hosts and maintains this online payment gateway on behalf of Payee. (Referred to as "OSG".)

**Payee Payment Gateway:** Refers to the electronic systems, through which a Payor may pass payment information to the Payee including but not limited to name, mailing address, email address, and dollar amount of payments received.

Payor is advised to read these Terms and Conditions in their entirety before processing any payment transaction. By proceeding, you are entering into a legal agreement and you are deemed to have accepted these Terms and Conditions. This agreement supersedes any agreement with your Payee.

By Payor's proceeding, Payor is deemed to agree as follows:

By making payment and providing the information needed to process an automated clearinghouse ("ACH") debit from your account, you acknowledge that you have read and understand the Terms and Conditions contained herein.

Payor hereby indemnifies, protects, defends and holds OSG and Payee, and their affiliates and/or subsidiaries and all of its or their officers, agents and/or employees, harmless from and against any and all claims, losses, demands, actions, expenses, damages, liabilities, and/or causes of action, including (without limitation) attorney fees, other costs of defense and/or collection fees, which in any way result directly or indirectly from: breach of this agreement or any warranty or representation made to OSG; any damage or loss caused by negligence, fraud, dishonesty, or willful behavior by Payor or any of Payor's employees or agents; any contention, whether well-founded, baseless or otherwise, that Payor violated the law or any rule or regulation; any damages resulting from or related to any failure or delay of OSG in providing transaction processing services under this agreement; any delays in the performance of services or for any failure to perform hereunder if such delays are due to strikes, inclement weather, acts of God, or other causes beyond OSG's reasonable control.



OSG will not be liable for performance of services where delayed by war, riot, embargoes, strikes, or acts of its vendors and suppliers, concealed acts of workmen (whether of OSG or others), or accidents. The indemnification provided for in this article shall survive any termination of this agreement. Payor warrants to OSG all of the following: that all representations and statements made by Payor in this agreement, or in any other document relating hereto, by Payor or on Payor's behalf are true, accurate and complete in all material respects. Where applicable and appropriate, Payor agrees to maintain and promptly update their registration or payment information to keep it true, accurate, current and complete. Failure to provide or maintain accurate and current data that is being passed to and from Payor will result in breach even if OSG and Payor have been advised of the possibility thereof.

OSG reserves the right to suspend or terminate access to any account or transaction from Payor if Payor provides OSG with information that is untrue, inaccurate, not current or incomplete. You may not use the OSG payment gateway for any illegal purpose or in any manner inconsistent with the terms and conditions set forth in this agreement. Payor agrees that OSG's services shall only be used for lawful purposes. Any transaction or transmission which violates federal, state or local laws is expressly prohibited. Payor hereby authorizes OSG to investigate and confirm the information herein. For this purpose OSG may utilize credit bureau/reporting agencies and/or its own agents. Upon Payor's request, OSG will provide Payor with a copy of the results of such investigation if needed. However, the Payor must request such documentation within fourteen (14) days of becoming aware of the investigation.

Any claim or legal action arising out of disputes, failures, misrepresentations, malfunctions, or defects shall be waived and in no event shall OSG's liability exceed the total amount in convenience fees Payor paid to OSG hereunder.

Payor agrees that any cause of action arising out of or relating to this agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. Jurisdiction of any legal proceeding arising hereby shall be in the State of New Jersey, United States of America.

Payor agrees, as a company and/or as an individual, to defend, indemnify, and hold harmless OSG from any and all claims resulting from Payor's use of any services contemplated under this agreement, which cause damage to Payor or any other party. OSG shall not be responsible or liable for unauthorized access of facilities or to Payor's data or programs due to accident, illegal or fraudulent means or devices.

OSG shall be under no obligation to continue to operate the Payment Gateway for any particular term and may remove or change the Payment Gateway at its sole and absolute discretion. OSG has no



obligation to monitor the Payment Gateway. However, Payor agrees that OSG has the right to monitor the Payment Gateway electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Payment Gateway properly, or to protect itself or its users in accordance with OSG Privacy Policy. OSG will not intentionally monitor or disclose any private electronic-mail message unless required by law.

All information submitted to Payee through the Payment Gateway shall become the property of the Payee. OSG shall not be under an obligation of confidentiality in respect of such information except and to the extent that OSG enters into or assists in establishing a customer relationship with or for you, or as otherwise agreed by the Payee or as may be required by applicable law. This provision shall not serve to limit the responsibilities of OSG in respect of Payors with whom or for whom it has established a customer relationship by, for example, referring such a customer to a payment processor or acquiring bank.

In so far as Payor enters into a customer agreement, other than this Agreement, with Payee or one of its sponsoring banks, processors or suppliers, then information submitted by you in the course of such relationship shall be governed pursuant to Payee privacy policy posted on this Site, such as it may be from time to time.

Payor hereby authorizes OSG to initiate transaction entries, including convenience fees if any as noted herein, to Payor's account number. This billing will occur at the time of payment of each transaction. Payor authorizes OSG to debit the specified account identified in the Payment Gateway in order to initiate funding of the bill payment on behalf of the Payor to the Payee. All payment transactions initiated after the payment cutoff time as defined on the site, will be considered as initiated on the next business day.

If payment is made by eCheck/ACH, Payor understands that if such payment is returned from the bank for any reason, he or she may be charged additional "returned item" fee(s), which will be added to the original amount and auto-debited from Payor's bank account at least ten (10) days after the initial payment fails. In the event that subsequent fee collection auto-debits also fail, Payor may continue to incur fees related to such attempts. Payor assumes all responsibility for all such fees. Returned item fees vary; please contact Payee for details. Additional fees may also be assessed by your bank.

Payor hereby acknowledges that OSG and/or Payee may apply a convenience fee with each transaction initiated through the Payment Gateway. OSG may increase this convenience fee at any time with or



without notice. All convenience fees will be displayed on the payment screen prior to finalizing Payor's transaction.

OSG advises Payor that the billing statement from its bank will show a charge reflecting the name of the Payee. If you are unsure of that name, you agree to contact Payee before processing this transaction so as to be sure to recognize the transaction when it appears on your monthly statement.

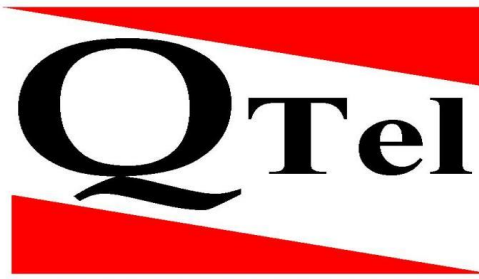
OSG reserves the right to cancel Payor's transaction processing account at any time for any reason. Your Payee may also decline/refuse any and all payments at any time and for any reason at which time OSG will return the payment amount entered into the payment gateway, minus convenience fees paid, in an appropriate and reasonable time frame.

OSG reserves the right to refuse processing service to any Payor at any time for any reason. Payor also retains the right to discontinue use of the Payment Gateway at any time for any reason. Active recurring payments (if applicable) must be deleted before use of service is discontinued. It is the responsibility of Payor to terminate any and all recurring payments on his or her account before relocating or moving - otherwise charges will continue to be assessed to Payor's account during the period designated for recurring payments (if applicable) to take place. Payor is responsible for all payments authorized by use of your Account Number and/or Password. If Payor believes that its Account Number and/or Password has been lost or stolen, or that someone is using your Account Number and/or Password without permission, notify your Payee IMMEDIATELY. Payor agrees to indemnify and hold harmless OSG and Payee for any recurring payments that are charged by accident or because Payor failed to cancel his or her recurring payment. To notify payee of any payment issue, potential security breach or to cancel service Payor can call **QTel LLC**. at 1-800-991-7835.

For Payors that believe a transaction was made improperly, OSG in its sole discretion, may void, issue a credit or rescind any transaction made through the Payment Gateway prior to remittance of such payment to your Payee. Payment disputes arising after payment has been settled to your Payee are between Payee and Payor alone. OSG may act as an intermediary if such actions can reasonably and efficiently handle said problem.

If any provision in this agreement is invalid, such invalidity shall not affect the validity of the remaining provisions of this agreement and Payor and OSG agree to substitute for the invalid provision, provisions which closely approximate the effect and intent of the invalid provision.

The website, services and programs are owned by OSG and are subject to protection under the copyright, patent and trademark laws of the United State of America and other countries. You may not



remove any of the copyright notices, OSG identifiers or other proprietary labels, or modify, reverse engineer, decompile or disassemble the binary components of this program.

OSG grants the nonexclusive right to use these services upon agreeing with the terms set forth herein. OSG is not responsible for any changes made without authorization and consent.

**By continuing to process your transaction through the OSG payment gateway you are agreeing to all terms and conditions set forth in this agreement.**