



## Payment Processing Terms and Conditions

---

iPaySmart, Inc. (“IPS”) is an authorized provider for Alectra Utilities and certain subsidiary or affiliates organizations (“biller”) to which you are attempting to make a payment. By using the electronic payment service, you are agreeing to these terms and conditions. Please read them carefully and maintain an electronic or printed copy for your records.

### Ownership

The IPS technology platform, including, but not limited to, websites, interactive voice response systems, and customer service representative interfaces, belong to solely to IPS (and/or its licensors). All intellectual property contained in or in connection with the platform, including websites, systems and interfaces, is owned by IPS.

### Changes to Terms and Conditions

IPS may modify these terms and conditions from time to time for a number of reasons, including to reflect updates to IPS services, changes to the law, or other business reasons. IPS will post changes or revised terms and conditions here, and you should regularly refer to this page. Please stop using the electronic payment processing service if you do not agree to any new or modified terms. If you use IPS service, then you accept the changes and/or revised terms.

IPS reserves the right, in its sole discretion, to stop providing Communications (as defined below) electronically, or to terminate or change the terms and conditions on which IPS provide Communications. IPS will provide you with notice of termination or change as required by law.

### Electronic Communications and Signature Consent

You consent to using electronic communications and signatures. Any electronic communications you receive from IPS will be considered “in writing.” By registering a payment method with IPS or using the IPS platform to schedule payments, you consent to IPS using electronic signatures in any format and you affirm that you have access to the hardware and software meeting the requirements identified below. If you do not consent, you may not register a payment method or schedule payments through IPS platform.

You may withdraw your electronic signature consent at no cost by writing to IPS at: 9811 W Charleston Blvd. Ste 2, Las Vegas, NV 89117 USA. If you withdraw your consent, you will automatically cancel any scheduled automatic payments.

All disclosures and communications IPS provide to you regarding IPS services, such as: (i) terms and conditions, privacy statements or notices and any changes; (ii) transaction receipts and confirmations; (iii) bills and other communication provided by your biller; and (iv) customer service communications (“Communications”) are covered by this consent.

### Communications

IPS may provide Communications to you via email or by making them accessible on the websites, mobile websites, kiosks, and other devices you have the ability to access when using IPS services (including via “hyperlinks” provided online, in email, or by text messages). Communications may be provided in PDF or other file formats and will be viewable using readily available browser software.

### Certain Requirements

To access and retain all the electronic communications that may be provided, you must have: a valid email address, computer, mobile, tablet or similar device with internet access and current browser software and computer software that is capable of receiving, accessing, displaying, and either printing or storing



Communications received from IPS in electronic form; and sufficient storage space to save Communications or the ability to print Communications.

### **Paper Records**

Paper copies of Communications and/or other records will not be provided by IPS. Paper copies of certain records may be available from your biller. Please contact your biller for more information.

### **Contact Information**

You are responsible for keeping your email address current so that IPS can provide you Communications via email. You understand that if IPS send you a Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or the Communication is captured by your spam filter or other sorting or screening tools, or you are otherwise unable to receive electronic Communications, IPS will be deemed to have provided the Communication to you. Please keep your email address up to date.

### **Text and Pre-Recorded Messages**

By agreeing to these terms, you consent that IPS and biller may call or text you at any number you provide, for any purpose. You consent that IPS or biller may make these calls or texts using, among other methods, an automatic telephone dialing system or an artificial or pre-recorded voice. Of course, message and data rates may apply. You may withdraw your consent for these messages by notifying biller at the number it provides for customer service ("Customer Service Number"). If you withdraw your consent, you may be unable to use certain payment channels or services.

### **Privacy**

Your information is secure and will be used for the purpose of processing payment transactions and as provided in IPS's Privacy Policy.

### **Payment Options**

You understand that your biller has provided other ways to pay your bill, such as by mail, or in some cases in person, that may be cheaper than IPS's service and that the use of IPS's service is voluntary and offered as a convenience to you.

### **Payment Information**

If you elect to save your payment information for future use, it will be used at your request to make future payments to your biller until you change it or remove it. If IPS makes any changes to these terms and conditions that affect the use of your saved information, IPS will post the new terms on IPS website or provide them to you by email.

### **Refunds**

Under normal circumstances, there are no refunds on the payments.

### **No Collections Activity**

You represent that your payment is not in response to any debt collection activities by IPS and that IPS has not acted as a vendor, seller, merchant, or lessor with respect to any goods or services you received from your biller. If you think that IPS has conducted debt collection activities concerning your account, you agree to discontinue your payment transaction through IPS immediately.

### **Pre-Authorized Debits**



For pre-authorized debit payments (“PADs”), by completing or otherwise authorizing a payment, you authorize IPS to initiate a one-time PAD charge to the bank account you designate in the amount designated. If a “Service Fee” or “Convenience Fee” (or other fee substantially similar thereto) is listed, you are also authorizing a one-time PAD charge in that amount charged by IPS for the use of its platform. You understand that because this is an electronic transaction, these funds may be withdrawn from your bank account immediately, unless you have specified a later date.

If you have specified a later date for your PAD payment and wish to cancel your payment (up to 24 hours prior) you may be able to do so by calling your biller at the Customer Service Number.

For credit card or debit card payments, by completing or otherwise authorizing a payment, you agree to pay the amount indicated as the full amount of each payment (“Total Amount Charged”) according to the card issuer agreement governing the card whose details you have provided. All authorizations are subject to the agreements governing your credit or debit card. Payment transactions by card will only be completed after receiving successful authorization from your card company for the Total Amount Charged.

In most cases, you will see one line item on your card or bank statement – the Total Amount Charged. That amount will include the Service / Convenience Fee (or something substantially similar thereto) if one is charged, in the amount disclosed to you before you make the payment. In some cases, you may see two line items, one will be for the Payment Amount and the other will be for the Service/Convenience Fee.

### **Certain Prohibited Uses**

IPS DOES NOT ACCEPT PAYMENTS FROM THIRD PARTY PAYERS. THE IPS PLATFORM MAY ONLY BE USED BY CUSTOMERS OF THE BILLER. THIRD PARTY COMMERCIAL PAYERS AND/OR PAYMENT AGGREGATORS ARE PROHIBITED FROM SUBMITTING PAYMENTS THROUGH THE IPS PLATFORM OR OTHERWISE USING THE IPS PLATFORM (WHETHER WEB-BASED, IVR, OR CSR INTERFACES). BY USING THE IPS PLATFORM, YOU REPRESENT AND WARRANT YOU (“PAYER”) ARE (I) A CUSTOMER OF BILLER; (II) PAYING A BILL ON YOUR OWN BEHALF, OR AS AN EMPLOYEE, RELATIVE, OR AUTHORIZED AGENT OF A PAYER; AND (III) NOT USING THE IPS PLATFORM AND/OR THE ELECTRONIC BILLING AND PAYMENT SERVICES ON BEHALF OF A PAYER UNDER A CLAIM OF SOME OTHER THIRD-PARTY RELATIONSHIP, OR FOR COMMERCIAL GAIN. YOU AGREE THAT ANY BREACH OF THESE WARRANTIES CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT. IPS RESERVES THE RIGHT TO REVERSE ANY AND ALL PAYMENTS MADE FROM THIRD-PARTY AGENCIES, AND YOU AGREE TO: (I) INDEMNIFY IPS FOR INTERCHANGE FEES, MERCHANT FEES, AS WELL AS ALL OTHER COSTS AND FEES, INCLUDING INTERNAL COSTS TO IPS TO RESEARCH AND COMPILE CHARGES BY YOU, INCURRED IN PROCESSING A PAYMENT TRANSACTION IN VIOLATION OF THESE TERMS AND CONDITIONS, AND (II) INDEMNIFY IPS FOR ALL OTHER DAMAGES, COSTS, FEES, EXPENSES, AND LEGAL FEES RESULTING FROM YOUR BREACH OF THESE TERMS AND CONDITIONS.

### **Certain Representations**

Each time you make a payment, you represent and warrant that your use of the IPS platform does not violate any law, statute, or regulation involving money laundering or any other illegal activity. You further agree that you will utilize the platform solely for payment of an amount owed to biller and will not utilize or introduce to the IPS platform any automated program, payment algorithm, or device such as a robot, spider, or scraper for any reason including, without limitation, for the purpose of paying bills, copying the platform, making a derivative work of the platform or otherwise obtaining information about the platform.

### **Limitation of Liability**

You agree that except as otherwise provided by law IPS’s liability for any delay, failure of delivery, underpayment, or nonpayment is limited to the fee paid to IPS to process your transaction. In no event shall



IPS be liable for any direct, indirect, incidental, consequential, or punitive damages. You agree further that IPS shall not be liable for any damages whatsoever for its failure to process transactions from prohibited third parties.

### **Governing Law**

Except to the extent limited or required by federal law, the laws of the Province of Ontario and the applicable laws of Canada, in each case without regard to principles of conflicts of law, will govern the interpretation of these terms and conditions and any claim or dispute between you and IPS. The courts of the Province of Ontario and the usual appellate courts will have jurisdiction to hear and decide any disputes you may have with IPS.

### **Additional Terms Regarding Customer Portal or Call Centers**

By providing IPS with requested information (regardless of method, e.g., electronically, verbally, *etc.*), you authorize IPS, on behalf of your biller, to complete and send a PAD charge authorization to your bank, or to charge your debit or credit card (depending on the information you have provided) either for a one-time payment or on the schedule you agree to when setting up a PAD schedule including giving IPS the right to present a PAD to your bank or to charge your debit or credit card (each a "transfer") for your bill payment, and for any service / convenience fee (if one is charged), as you have instructed IPS for a one-time payment or as scheduled. It is your responsibility to have funds available in your account when payments under the PAD are due or when your debit card is charged.

You may use the IPS service to pay your biller from your checking or savings account, or charge it to your credit or debit card, in the amounts and on the days or schedule you request. If applicable, the maximum payment you may make will be disclosed when you authorize or schedule your payment. Each payment will include the service or convenience fee (if one is charged) in the amount disclosed to you before you submit your one-time payment authorization or payment schedule. Any service / convenience Fee may be shown as a separate payment on your bank or card statement. If any payment date falls on a weekend or holiday, that payment may be executed on the next business day. This authorization will remain in effect until you cancel it or by calling the Customer Service Number, or in any manner provided for that purpose. You may also call your bank or other financial institution, but there may be charges for cancellation. For a scheduled payment, the cancellation request must be received at least 3 business days before the next scheduled payment date. For a future-dated one-time payment, the cancellation request must be received at least 24 hours before the scheduled payment date. However, if after you cancel the authorization you submit a payment request, you will be deemed to have re-instated this authorization. A "business day" is Monday through Friday, except for holidays.

### **Additional Terms That Apply Only to Accounts Used Primarily For Personal, Family Or Household Purposes**

If you set up scheduled payments, you will receive 10 days' advance written notice from IPS or your biller, including if a transfer varies in amount from the previous transfer. This notice may be your monthly bill or a separate notice and will include the amount and the date of the next transfer, which unless otherwise stated, will be the due date of the bill.

If you order your biller to stop a payment 3 business days or more before the transfer is scheduled, and your biller does not do so, you may recover certain proximately-caused damages, if any.

You have 90 days from the date of the withdrawal to report an incorrect or unauthorized PAD debit to your bank or other financial institution. After 90 days, the correction may not be made. Please contact your biller at the Customer Service Number or write your biller at the address your biller provides as soon as you can if you think any information about a bill payment through IPS service that appears in your bank statement, biller account information, information available through IPS system or receipt is wrong or if you need more information about a bill payment through IPS system. Your biller must hear from you no later than 90 days



after you receive the first bank statement on which the problem or error appeared. The rules and regulations may be different for credit or debit card errors.

If you don't have enough funds in your account to cover a PAD debit, the biller can try the same debit one more time. The biller needs to do so within 30 days from the date of the scheduled withdrawal and it must be for the exact same amount.

Please note that cancelling your PAD debit doesn't cancel your contract for goods or services with the biller, or any amount you owe. The cancellation applies only to the payment method. You'll need to make arrangements with the biller to pay any amounts owing if you cancel the PAD or card charge authorization.

If IPS does not complete a transfer from your account on time or in the correct amount due solely to its own fault, IPS may be liable for any late charges incurred. However, IPS will not be liable: (1) if, through no fault of IPS's, you do not have enough money in your account to make the transfer; (2) if the transfer would go over the credit limit on your overdraft line; (3) if the means you use to access IPS service was not working properly; (4) if circumstances beyond IPS's control prevent the transfer; and (5) if your agreement with your biller absolves IPS of liability.

IPS will disclose information about the transfers you make or authorize to your biller. In addition, IPS will disclose information to third parties: (i) where it is necessary for completing transfers, or (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (iii) in order to comply with government agency or court orders, or (iv) as provided in the IPS Privacy Policy or the privacy policy of your biller; or (v) if you give IPS your written permission.

Any conflict between the confidentiality provisions herein and those of IPS's Privacy Policy or your biller's privacy will be governed by the latter.

Your biller performs customer care functions related to your accounts with the biller. If you believe your user name and password to the customer portal have been lost or stolen, call the Customer Service Number and change your password immediately.

All questions regarding transactions made through the IPS service should be directed to your biller.

IPS is responsible for the bill payment service and will work with your biller to help it resolve any errors in transactions made with respect to transfers.

IPS will not send you a periodic statement listing payments that you make using IPS service, though you may view your payment history on the customer portal. The transactions will appear on the statement issued by your bank or other financial institution. If you have any questions about one of these transactions, call your biller at the Customer Service Number.