

TERMS OF SERVICE FOR RECURRING PAYMENTS

Understanding and agreeing to these Terms of Service for Recurring Payments is necessary for You to authorize AllPaid to accept, retain, and track Your activity using AllPaid so that You can establish and maintain Your Profile on Our system, access Your transaction history and other information, and be able to use the Service AllPaid provides to make Recurring Payments that rely on Your Profile. Please read them carefully.

Definitions

“Agreement” means the acceptance of these Terms and the legally binding contract You enter into with AllPaid by checking the box provided below to submit Your acceptance.

“Card Information” means the data and content You provide to AllPaid from Your credit or debit card that AllPaid requires so We can process a payment for You through Our Service.

“AllPaid”, “GovPayNet,” “Our,” “Us,” or “We” means AllPaid, Inc., a Delaware corporation headquartered at 7820 Innovation Boulevard, Suite 250 Indianapolis, Indiana 46278 doing business under the name “GovPayNet.”

“Personal Information” means the data and content You provide to AllPaid about Yourself so that We can establish Your Profile and enable You to access Your payment history and other information that results from Your use of the Service.

“Profile” means Your Card Information, Personal Information, and any other data or content You provide to AllPaid to store on Our system to enable You and AllPaid to facilitate and manage Your use of the Service.

“Recipient” means the government department, division, entity, office, or other official body or organization, institution, or commercial enterprise that has entered into a contract with Us for the processing of card payments on its behalf and to which You may attempt to make a payment using the Service.

“Recurring Payment” means a payment that You have authorized AllPaid to make to a Recipient You have identified to AllPaid by means of Us automatically attempting to process a charge to Your credit card account or debit Your debit card account.

“Service” means Our online payment processing system, features, functions, and capabilities in all versions and forms.

“Terms” means these Terms of Service for Recurring Payments.

“User ID” means the name, phrase, or other characters You will choose for identifying Yourself and distinguishing You from other users of the Service.

“You,” “Your,” or “I” mean the individual who is agreeing to these Terms.

Legal Ability to Contract

By accepting these Terms, You represent and warrant that You are either an adult at least 18 years of age, an emancipated minor, or legally acting within Your authority as an agent, contractor, employee, officer or director of an entity or organization. As such, We are relying on the fact that You are legally competent and able to contract and understand and agree, and do agree that these Terms constitute a binding obligation upon You or the entity or organization You represent in Your use of AllPaid and the Service on its behalf once You accept them.

Registering and Managing Your Profile

Registering Your Profile with AllPaid is completely optional and offered for Your convenience in using some or all parts of the Service. By creating Your Profile, You can manage Your payment experience by keeping track of Your transaction history in using the Service. It is possible to make payments through AllPaid without creating a Profile but creating Your Profile is a necessary step to personalizing how You use Go AllPaid and in using certain parts of the Service.

You may register with AllPaid and establish Your Profile even if You have not used AllPaid to make a payment. Before You can store Your Card Information with AllPaid for Our use in processing Your payments, however, You must establish Your Profile by providing Us with the Personal Information We will require.

The Profile You establish must be accurate to enable AllPaid to process Your payments and track Your transaction history when using parts of the Service that require Personal Information and Card Information.

We will send You an e-mail at the address You provided for Your Profile confirming Your Profile is registered with AllPaid. We may also send other notices and communications to Your e-mail address, for example, if the Card Information in Your Profile is not effective for processing Your payment.

We reserve the right to delete unused or inactive Profiles.

User ID and Password

As part of establishing Your Profile, You are required to provide Us with Your email address and a User ID and a password. Your User ID must be unique. Our system will provide you with conditions for establishing or changing Your password. You **MUST** keep Your password confidential and not disclose it to anyone else or You will risk making Your Profile and Personal Information available to others. If You forget Your User ID or password, system prompts will help You to retrieve or remember them.

You should call AllPaid Customer Service at 1-888-604-7888 (24 hours a day, seven days a week, toll-free) for assistance if You believe Your User ID or password have been lost or stolen. You are fully responsible for any failure on Your part to maintain the confidentiality of Your User ID and password. AllPaid has no liability or responsibility for actions taken by anyone else using Your Profile. Furthermore, you are fully responsible for any and all activities that occur under Your Profile. You must immediately notify Us of any unauthorized use of Your Profile or any other breach of its security that You become aware of. AllPaid reserves the right to reset any passwords for any reason. We will notify You at the email address You provided if We find it necessary to reset Your password.

Recurring Payments

By clicking the authorization box below, You are also authorizing AllPaid to make one or more Recurring Payment(s) to Recipients You may identify for this purpose in Your use of the Service (this feature is optional; You are not required to make Recurring Payments to use AllPaid).

Making a Recurring Payment requires Your Card Information to be valid and Your Profile to be active. If the Card Information in Your Profile associated with a Recurring Payment is or becomes invalid or your Profile is no longer active, We will not be able to make Your scheduled Recurring Payment and will cancel any future Recurring Payments that use this Card Information. We will contact You by email if this happens, using the email address in Your Profile.

Your authorization of AllPaid to make Recurring Payments will remain in effect until You revoke Your authorization to AllPaid to make any Recurring Payment You have authorized. Cancelling a Recurring Payment will not affect Your Profile.

Lawful Uses Only

Your use of the Service must be lawful. We have the right to restrict or bar You from using any or all parts of the Service and delete Your Profile if You violate these Terms, any other AllPaid terms or conditions applicable to You, any law, regulation or rule in making Your payment, provide false information in connection with Your payment, or refuse to cooperate in any investigation into any potentially unlawful or fraudulent activity without notice or having any liability to You. **FRAUDULENT CARD USE AND IDENTITY THEFT ARE CRIMINAL OFFENSES PUNISHABLE BY LAW.**

Our Rights and Liabilities

AllPaid reserves the right to, at any time and without notice or having any liability to You, to:

- Add, discontinue, or modify all or any part of the Service.
- Delete Your Profile and prevent You from creating another without notice or having any liability to You.
- Discontinue Your access to all or any parts of the Service if we believe You are using AllPaid for purposes that are unsafe or detrimental to the security of the Service or You have violated these Terms or any other AllPaid requirements and conditions that apply to Your use of AllPaid or the Service.

CREATING A PROFILE DOES NOT EXPAND RIGHTS AVAILABLE TO YOU OR REDUCE RIGHTS AVAILABLE TO ALLPAID UNDER ANY OTHER AGREEMENTS OR AT LAW. OUR SOLE OBLIGATION IN CONNECTION WITH STORING YOUR PROFILE AND PERFORMING ANY TRANSACTION USING YOUR PROFILE IS TO MAKE PAYMENTS TO RECIPIENTS YOU HAVE IDENTIFIED TO US THROUGH YOUR USE OF THE SERVICE IN THE AMOUNTS THAT ALLPAID HAS BEEN INFORMED BY YOUR CARD'S ISSUER HAVE BEEN AUTHORIZED AND OTHERWISE PROVIDE THE SERVICE TO YOU. THE SERVICE TOGETHER WITH ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. ALLPAID MAKES NO WARRANTIES THAT ALL OR ANY PART OF THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALLPAID SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES YOU BELIEVE YOU HAVE SUFFERED OR INCURRED AS A RESULT OF ALLPAID PROVIDING THE SERVICE.

Mandatory Arbitration

You understand and agree that any controversy and/or claim that is based on, relates to, or arises out of Your use of AllPaid or the Service regardless of the date such claim arose shall be adjudicated by mandatory arbitration administered on an individual basis by the JAMS Mediation and Arbitration Service ("JAMS") under its arbitration rules. You and AllPaid waive any applicable right to trial by jury or court or to participate in a class action, class arbitration, or any other representative, consolidated, or collective proceeding. You agree that the location of the arbitration shall be Dallas, Texas, United States of America (appearances may be by telephone if necessary or required). You agree that any challenge, if so legally allowed, relating to any award issued by JAMS, shall be venued exclusively in the Northern District of Texas, located in Dallas, Texas. Further, You agree that the scope, validity, effect, and enforceability of the foregoing waiver of class action lawsuit, class-wide arbitration, or representative, consolidated, or collective proceeding shall be determined solely and exclusively by such courts and that You submit to the personal jurisdiction of the court(s).

No Agency Relationship

Nothing in these Terms establishes or creates any association, partnership, joint venture, or relationship of agent and principal between You and Us.

Miscellaneous Terms

You understand and agree as follows:

- We will use the Personal Information in Your Profile subject to applicable laws, rules, and regulations of federal and state governmental authorities having jurisdiction, as in effect from time to time.
- These Terms are subject to change. AllPaid will send updated Terms to the email address You provided for AllPaid to use in Your Profile.
- AllPaid cannot and will not make a payment for You if the Card Information in Your Profile is rejected for any reason when We attempt to make Your payment.
- You may cancel this Agreement at any time by contacting AllPaid's Customer Service at 1-888-604-7888. This, however, will also cancel all Recurring Payments You have identified for Us to make.

- Each Recurring Payment We make for You will be subject to these Terms and to AllPaid's General Terms of Service.
- Personal Information You include in Your Profile will be subject to Our [Privacy Policy](#).
- These Terms are between You and Us exclusively and are not intended for the benefit of or to be invoked by any third party.
- You understand and agree that all payments AllPaid makes to Recipients using Your Card Information involve interstate commerce and are in US dollars.

Agreement to Terms

By completing Your Profile Set Up for Recurring Transactions, You are authorizing AllPaid to accept and retain Your Personal Information and Card Information and certify that this is Your credit card or debit card used to establish Your Profile, to make any payments You authorize AllPaid to make using any part of all of Your Profile, and otherwise provide the Service. You also certify that You have reviewed, understand, and accept the Terms and any future modifications to these Terms, and that You intend this Agreement to be a legally binding contract authorizing AllPaid to attempt to make any Recurring Payment You have identified to AllPaid.