

TERMS OF SERVICE FOR REGISTERED USERS

Understanding and agreeing to these Terms of Service for Registered Users 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. Please read them carefully. You must accept these Terms before You can establish Your Profile.

Definitions

“Agreement” means the acceptance of these Terms and the legally binding contract You enter into with AllPaid by checking the box provided below and submitting 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 You using Our Service.

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

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

“Terms” means these Terms of Service for Registered Users.

“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,” “Yourself,” 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 or the Service on its behalf once You accept them.

Managing Your Profile

Creating 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 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.

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. **FRAUDULENT CARD USE AND IDENTITY THEFT ARE CRIMINAL OFFENSES PUNISHABLE BY LAW.**

Our Rights and Liabilities

We reserve the right to add, discontinue, or modify all or any part of the Service at any time without notice. We also reserve the right to discontinue Your access to all or any part of the Service if we believe You have violated these Terms or any other AllPaid requirements and conditions that apply to Your use of AllPaid or the Service.

AllPaid takes its responsibility to help keep payment processing safe and secure. If We believe You are using AllPaid for purposes that are illegal or unsafe, We can discontinue all or any part of the Service that may be available to You requiring use of Your Profile or delete Your Profile and prevent You from creating another without notice or having any liability to You.

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 ANY TRANSACTION USING YOUR PROFILE IS TO MAKE PAYMENTS TO RECIPIENTS YOU HAVE IDENTIFIED TO US THROUGH YOUR USE OF OUR SERVICE IN THE AMOUNTS THAT ALLPAID HAS BEEN INFORMED BY YOUR CARD'S ISSUER HAVE BEEN AUTHORIZED. 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 Chicago, Illinois, 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).

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. AllPaid may cease providing any Service to You requiring a Profile if You cancel or breach these Terms.
- Your use of the Service for those parts of the Service requiring a Profile will be subject to the Terms for Services Requiring a Profile.
- Personal Information You include in Your Profile will be subject to Our Privacy Policy.
- All payments made through AllPaid are subject to AllPaid's general Terms of Service.
- Payments AllPaid makes to Recipients using the Card Information involve interstate commerce and are in US dollars.

Agreement to Terms

By completing Your Profile Set Up and submitting Your Personal Information and Card Information, You are authorizing AllPaid to accept and retain Your Personal Information and Card Information and certify it is Your credit card and debit card used to establish Your Profile and to make any payments You authorize AllPaid to make using any part of all of Your Profile. 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.