

## TERMS, CONDITIONS, AND PRIVACY NOTICE FOR ONLINE PAYMENTS

These terms and conditions are designed to provide you information on the services we provide and outline important conditions which apply to your using this service. The internet bill presentment and payment service is provided by Harris-Stowe State University and various third party vendors. It is subject to the consumer banking regulatory protections described in Regulation E of the Electronic Fund Transfers Act. Reg. E stipulates significant disclosure requirements and therefore most of these terms and conditions are a direct result of Reg. E. When you open your account with us or any third party vendor acting on our behalf, you and any person you authorize to perform functions on your account, agree to these terms and conditions.

1. Services Offered. You may use our service to arrange for payments of any bills you authorize us to pay.
2. Erroneous Instructions. If we receive a payment instruction authorized by you and the instruction is erroneous in any way, we shall have no obligation or liability for the error.
3. Transaction Limitations. Please be aware that certain types of bank accounts have limits on the numbers of transactions that may be made per month. For instance, only six transfers and/or withdrawals per month may be made from a savings or money market deposit account by preauthorized or automatic transfer. Your bank may refuse transfers which would exceed such limits, so we recommend you check with your bank to determine what limitations are imposed on withdrawals from any account. If we are not able to debit the amount required to cover an authorized payment and any fees from your account, we will not be able to make the payment you have authorized, and will not be held liable for any costs, damages, etc., caused by the failure to make the payment. We have no obligation to try to debit an account for a specific payment more than once.
4. Authorized Users. If there are other authorized users on your service, or on your account(s), you hereby authorize each of them to use this service. Any signer on such accounts is authorized to make payments, even if your account otherwise requires two or more signatures for withdrawals.
5. Business Days. Our business days are Monday through Friday, excluding legal holidays.
6. Electronic Disclosures. We are required to provide you with certain disclosures and notices which are mandated by various laws and rules. You agree to receive all such disclosures electronically, which in most cases will be done at our web site or the web sites of our vendors.
7. Confidentiality. We will never sell any personally identifiable information to a third party for marketing purposes without your consent. We will only disclose information to third parties about your account or the transfers or payments you make:
  - (a) where it is necessary for opening or maintaining your account, or for completing transfers or payments,
  - (b) if lawfully required or
  - (c) if you request or authorize it.
8. Your Liability. You agree to regularly and promptly review and verify all transactions through the monthly statements received from your bank holding the account(s). Tell us AT ONCE if you believe a transaction error has occurred. Also, if your bank statement shows transactions by us that you did not authorize, contact your bank.
9. Our Liability. If we do not complete a payment which you have authorized in a timely

manner, in accordance with the terms and conditions herein, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for example, when:

1. Through no fault of ours, your account does not contain sufficient available funds for us to debit the account in the amount of the payment due.
  2. The web site or other systems are not working properly.
  3. Circumstances beyond our control (such as fire, flood, computer breakdown or problems with a telephone line) prevent or impede the transaction, despite reasonable precautions we have taken.
  4. The funds in your account are subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting transfers at the time we attempt to debit your account for an authorized payment(s).
  5. The information you or your payees have supplied to us is incorrect, incomplete or not timely.
  6. There may be other exceptions as well.
10. In Case of Errors or Questions about Transfers from Your Account, contact your bank or the university.
11. Change in Terms. It is possible that our terms and conditions may change over time. We will post any changes on our web site and will send you any legally required notice. Prior notice may not be given, however, where an immediate change is necessary for security purposes.
12. Termination. We reserve the right to terminate your service or transaction at any time with or without cause. We may immediately terminate your use of the service if:
- (a) you or any authorized user of your financial accounts breach any agreement with us;
  - (b) we have reason to believe there has been or may be an unauthorized use of your accounts or our service;
  - (c) any party associated with your accounts or your service requests that we do so; or
  - (d) there are conflicting claims to the funds in your accounts.

Please note that if you or another party asks us to terminate your service, or your accounts are closed for any reason, you will remain liable for transactions previously authorized.

13. Limitations. You agree that neither we nor any party involved in creating or delivering this web site is liable for any direct, indirect, incidental, consequential or punitive damages arising out of your access to, or use of this web site. We assume no responsibility for and will not be liable for any damages to or any viruses which may affect your computer equipment or other property on account of your access to, use of or downloading from our web site.

If we fail to enforce any of our rights under this terms and conditions, our Privacy & Security Statement or Our Promise or applicable laws, it shall not be deemed to constitute a waiver of such right. If any provision of these documents is found by a court to be invalid, then the remaining terms and conditions shall remain in full force and effect.

By accessing and using this site, you agree to the terms and conditions of these Terms and Conditions without limitation or qualification.