

Doxo, Inc.

doxoPAY Terms of Service

Truex Payments, Inc.

doxoPAY Terms of Service

Version 2.1

Effective November 6, 2019

Please read these doxoPAY Terms of Service carefully. doxoPAY is a service of Truex Payments, Inc. ("Truex"), a subsidiary of Doxo, Inc. If you use or access the payment services, payment products, and/or payment websites offered by Truex ("doxoPAY"), you agree to be bound by these terms. If you do not agree to the terms of these doxoPAY Terms of Service, do not use doxoPAY. Truex may update or modify these doxoPAY Terms of Service from time to time and, in that case, Truex will post the revised terms on the website. By accessing or using doxoPAY thereafter, you agree to be bound by such updated doxoPAY Terms of Service and, if you do not agree, you should not continue to use doxoPAY.

GENERAL

doxoPAY enables you to transmit payments to Providers through the Doxo Services. You may access doxoPAY by completing the registration within your Doxo account. Payments to Providers outside of the United States or its territories are prohibited through doxoPAY.

PAYMENT SCHEDULING

Payments will be deducted in advance from your Payment Account so that they may be delivered to the Provider as closely as reasonably possible to the Payment Delivery Date specified in doxoPAY when you make a payment.

Providers may take between 1 and 3 business days to credit your account following delivery of your payment to the Provider, and you should schedule payments accordingly. However, Truex has no control over the timing of your payment after it leaves doxoPAY, or the date on which your Provider credits your account, and it could be longer in some cases. You should contact your Provider to determine the proper amount of lead-time for scheduling your payments.

It is your responsibility to schedule your bill payments in such a manner that your bills will be paid on time, and you are responsible for any late payment or finance charges imposed as a result of your failure to transmit payment instructions in accordance with this Agreement. Do not schedule a bill payment for any late or past due bills, and/or bills for which you have received disconnect or termination of service notice, as doxoPAY is not intended to prevent a disconnect or termination of services you receive from a Provider.

PAYMENT AUTHORIZATION AND REMITTANCE

When doxoPAY receives payment instructions from you, you authorize Truex (and its service providers and agents, including but not limited to Cass Commercial Bank ("Bank")) to send a payment from your Payment Account to your specified Provider's account as close as reasonably possible to the Payment Delivery Date available to you within doxoPAY. Truex reserves the right to select the method in which to remit funds on your behalf to your Provider. In addition, by initiating a bill payment, you authorize and permit Truex (and its service providers and agents) to access a Provider's payment systems for purposes of delivering funds, which may include accessing the Provider electronic payment service, website, or interactive voice response ("IVR") system or use of a one-time-use credit or debit card, and take all actions necessary to authorize and make the bill payment, including accessing your account and billing information. For payments you make to a Provider with whom you have Connected or are able to Connect, Truex shall be acting on the Provider's behalf and as agent for it, and, therefore, your legitimate payment of such funds to Truex is equivalent to payment of such funds to Provider itself and shall be credited to your account on or as close as possible to the date made available within doxoPAY for the payment. For payments made to all other Providers, you acknowledge and agree that for the limited purposes described in this Agreement, Truex (and its service providers and agents) shall be acting on your behalf and as agent for you, and our actions undertaken on the Provider's and/or other third party electronic payment, check delivery, website, and/or IVR systems to process your bill payment shall be deemed to be actions taken by you. Your "Payment Account" means the source of funds you specify to make a payment, including the ACH-enabled bank account and/or any credit or debit card you specify within your doxoPAY profile. You must provide and maintain complete and accurate information about your Payment Account at all times. To be valid for use with doxoPAY, the Payment Account must be with a financial institution located within the United States. You agree to maintain a balance or available funds on your Payment Account that is sufficient to fund all payments you initiate. Truex may, in its sole discretion, implement transaction limits on any Provider, transaction, or User, and by using doxoPAY, you agree to adhere to all such transaction limits. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Truex is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

You certify that any Payment Account you identify within your profile is an account you own or from which you have been legally authorized in writing, to make payments. In the event you violate this Agreement, including by using any Payment Account without authorization, you are responsible for any and all claims which result. Truex will use commercially reasonable efforts to make all your payments properly. However, Truex shall incur no liability if doxoPAY is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

Your Payment Account is closed, is unavailable for processing payments, does not contain sufficient funds to complete the transaction, or if the payment is rejected or returned by your bank or financial institution for any reason;

Your Provider's bank account is closed, is unavailable for processing payments, or refuses to accept your payment;

You have not provided Truex with the correct Payment Account information or that information has changed and you have not updated your Payment Account information; and/or,

Circumstances beyond the reasonable control of Truex (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the payment.

If any doxoPAY payment fails to be processed for any reason, Truex will (a) notify you via your Doxo account of any such failures of which it is aware; and (b) if funds have been debited from your Payment Account, shall cause those funds to be returned to your Payment Account. In the case that those funds cannot be returned to your Payment Account (e.g. because your account is closed or is otherwise unavailable for processing of the return), Truex will contact you via the email registered with your Doxo account for a physical address to mail a check via US Mail. Any return that cannot be returned to your Payment Account is subject to a \$7 processing fee.

Provided none of the foregoing exceptions are applicable, if Truex causes an incorrect amount of funds to be removed from your Payment Account, Truex shall be responsible for returning the improperly transferred funds to your Payment Account.

PAYMENT DELIVERY FEES

You agree to pay to Truex the payment delivery fees as communicated to you when you select a payment method and delivery date in doxoPAY. You hereby authorize Truex (and its service providers and agents) to deduct the payment delivery fees from your Payment Account. Unless required by applicable law, Truex accepts no responsibility for any fees imposed by a third party on your payment.

PAYMENT CANCELLATION REQUESTS

You may cancel or edit a scheduled payment by following the directions within doxoPAY. However, once processing has commenced for any doxoPAY payment, it cannot be cancelled or edited.

If you have any reason to request a refund or credit from a Provider for a payment you made through doxoPAY after the payment has begun processing, you agree to contact the Provider directly and seek a refund or request. In the case that after contacting the Provider you are unable to resolve any refund or credit issues, Doxo customer care will step in to work with you and your Provider to come to an appropriate resolution.

CANCELLATION OF DOXOPAY

You may cancel your use of doxoPAY at any time. Your cancellation of doxoPAY does not terminate your Doxo Services account. If you cancel your use of doxoPAY, payments that have begun processing prior to or at the time of cancellation will not be cancelled or terminated. Scheduled payments that have not yet begun processing at the time of cancellation will be immediately cancelled. Any amounts due by you to Truex at the time you cancel doxoPAY will remain due and will survive such cancellation. You may not close your Doxo or doxoPAY account to evade an investigation of a payment error or potential fraudulent

use. If you attempt to close your Doxo account while Truex is conducting an investigation into an error or potential fraudulent use, Truex may cause your funds to be held for up to 90 days to protect Truex, its affiliates, or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Doxo account even after your Doxo account is closed.

Your Providers may turn off their receipt of electronic payments at any time or block Truex's ability to transmit funds or credit payments to their accounts. If that happens, Truex will notify you within your account of the status of any payment(s) to that Provider that have already begun processing. Any scheduled payments that have not yet begun processing when your Provider cancels doxoPAY will be immediately cancelled.

Truex may suspend or turn off doxoPAY in your account at any time; Truex may also suspend or terminate your Doxo account pursuant to the Doxo Terms of Service. In each such case, your access to doxoPAY will be terminated and Truex will notify you. If your access to doxoPAY is terminated or suspended, payments that have already begun processing at the time of termination or suspension will not be cancelled or terminated. Scheduled payments that have not yet begun processing when doxoPAY access is terminated or suspended will be immediately and permanently cancelled. Any amounts due by you to Truex at the time doxoPAY access is terminated will remain due and will survive such cancellation.

The terms of this Agreement shall survive termination and/or suspension of your access to doxoPAY with respect to all payments authorized under your Doxo account prior to termination or suspension.

PASSWORD AND SECURITY

You are responsible for any actions taken under your Doxo account credentials, including payments made within doxoPAY, regardless of whether such actions are taken by you or a third party. Truex is not liable for any loss or damage arising from any unauthorized use of your account.

ERRORS AND UNAUTHORIZED ACCESS

Unauthorized Access: If you believe an actual or attempted unauthorized payment or other transaction has occurred under your Doxo account credentials, or if your password or other means to access your account has been lost, compromised, or stolen, you must notify Truex immediately.

Errors: If you believe your doxoPAY transactions reflect errors, you must notify Truex as soon as possible and not later than 30 days after the transaction in question.

To report unauthorized access or errors in your Doxo account, you must contact Truex at security@doxo.com. Your report to Truex must include:

your name;

the email address used for your Doxo account;

applicable doxoPAY transaction ID;

description of the transaction error or the unauthorized transaction in question, and explain as clearly as possible why you believe it is an error or unauthorized use or why you need more information;

dollar amount of the transaction; and

Provider to which payment was directed for the suspected error.

If, in Truex's sole discretion, a payment authorized in your Doxo account appears to be fraudulent or erroneous, Truex reserves the right to refuse to process the payment and/or require additional confirmation from you before processing the payment.

FAILED TRANSACTIONS, STOP PAYMENTS

By using doxoPAY, you are requesting Truex (and its service providers and agents) to make payments for you from your Payment Account. If Truex (and its service providers and agents) is unable to complete a payment for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the payment) or due to a stop payment or chargeback instruction by you, Truex will notify you. In that case, you agree that:

You will reimburse Truex immediately the payment amount returned;

For any amount not reimbursed to Truex within 15 days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;

You will pay Truex a \$20.00 fee to cover the requested payment if it is returned because you have insufficient funds in your Payment Account. In addition, you may be assessed a fee by the Provider or your financial institution as a result of the return that is separate from and in addition to any fee assessed by Truex;

You will reimburse Truex for any fees or costs incurred in attempting to collect from you the amount of the return;

You hereby authorize Truex (and its service providers and agents) to deduct all applicable amounts charged to you under this section from your Payment Account; and

Truex is authorized to report the facts concerning the return to any credit reporting agency or government agency.

In using doxoPAY, you may only edit or cancel a payment by following the instructions within doxoPAY before Truex (and its service providers and agents) has initiated processing for that payment, as described above ("Payment Cancellation Requests"). You may not give a stop payment or chargeback instruction to your financial institution or card payment provider for a doxoPAY payment, and any such stop payment or

chargeback instruction shall incur a \$50 penalty fee and shall be valid basis for Truex to terminate your use of doxoPAY thereafter, in Truex's sole discretion.

MODIFICATIONS

Truex may make modifications, updates or upgrades to doxoPAY at any time.

INFORMATION AUTHORIZATION

You agree that Truex may verify the information you provide for doxoPAY or require you to provide additional registration information to verify your identity or credit worthiness as a condition of granting you use (or continued use) of doxoPAY. Such information may include your social security number or employer identification number (EIN), address, date of birth, valid U.S. credit card, a verified bank account, or other financial, business or personal information. You agree that Truex reserves the right to request a review of your credit rating at its own expense through an authorized bureau.

LIMITATIONS

You may not use doxoPAY for any reason other than as set forth herein for paying Providers. Only your Payment Account can be used as a source of payment funds for doxoPAY. Truex is solely the processor of payment instructions between you, payment service providers, and your Providers and is not in any other way involved in or responsible for the services, products or other obligations between you and your Provider(s). You agree that any dispute of any kind between you and your Provider(s), whether contractual, legal or otherwise, is solely between you and such Provider(s).

REPRESENTATIONS AND WARRANTIES

You represent and warrant that you will not use doxoPAY, directly or indirectly, for any illegal, improper or fraudulent undertaking or in any manner contrary to this Agreement or that interferes with the use of doxoPAY or the Doxo Services.