

## ELECTRONIC FUNDS TRANSFER AGREEMENT

This Electronic Funds Transfer Agreement (this "Agreement") is made by and between you ("User") and Nationwide TFS, LLC ("TFS").

### RECITATIONS:

WHEREAS, TFS is in the business of, among other things, providing services to debtors in federal bankruptcy (each, a "Debtor"), including arranging convenient methods for Debtors to make payments (a) to the Trustees administering their Bankruptcy Cases, (b) to User's Counsel, and (c) of Fees, and automating the manner in which such payments are made;

WHEREAS, User desires to retain TFS to provide the services set forth herein (the "Services"), and TFS is willing to provide the Services in accordance with and subject to the terms of this Agreement; and

WHEREAS, to facilitate the Services, TFS (a) has entered into(i) agreements with each party listed on Schedule A hereto (as may be amended from time to time by TFS in its sole discretion) (each, a "Financial Institution") which addresses, among other things, the receipt of Funds from Debtors via withdrawal from a Debtor bank account (an "ACH Payment"), the retention of such Funds in an account established for the benefit of Debtors at a Financial Institution (an "FBO Account"), and, in the case of one agreement, the transfer of Funds to the Trustees administering such Debtors Bankruptcy Cases ("Chapter 13 Payment") and, in the case of the other agreement, the transfer of Funds to User's Counsel ("Payments of Counsel's Fees"), and, in the case of both agreements, the payment of fees to TFS ("Fee Payments") and (ii) an agreement with MoneyGram Payment Systems, Inc. ("MoneyGram") which has a network of retail agent locations (e.g. Walmart, CVS, etc.) (each a "MoneyGram Agent") where User may deposit funds which are transmitted to and retained in a Financial Institution FBO Account for payment of Chapter 13 Payments, Payment of Counsel's Fees and Fee Payments (collectively, "MoneyGram Payments"), and (b) may arrange for User's employer, utilizing a TFS direct deposit form that lists a unique set of numbers identifying the User ("Unique Identifier") to directly deposit funds ("Wage Payments") in a TFS Financial Institution Account ("Bridge Account") which will be swept by TFS into the FBO Account for payment of Chapter 13 Payments, Payments of Counsel's Fees and Fee Payments.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. The terms defined below, whenever used in this Agreement, shall have the respective meanings indicated below for all purposes of this Agreement.

"ACH" means the automated clearing house system.

"Bankruptcy Case" means User's federal bankruptcy case.

"Bankruptcy Case Data" means the Bankruptcy Case information made available to, among others, User, Counsel and the Trustee, via the National Data Center, Inc. website (the "NDC Site") or in bulk format, which is not otherwise publicly available, but which is formulated from data contained on the NDC Site.

"Bridge Account" has the meaning set forth in the Recitations.

"Business Day" means any day other than Saturday, Sunday or any other day on which banks in New York City are required or permitted by law to close.

"Chapter 13 Payment" has the meaning set forth in the Recitations.

"Communication" has the meaning set forth in Section 7(a).

"Counsel" means User's legal counsel in the Bankruptcy Case.

“Debtor” has the meaning set forth in the Recitations.

“Deposit” means the deposit of Funds by User into the FBO Account (other than via Withdrawal).

“FBO Account” has the meaning set forth in the Recitations.

“Fee Payments” has the meaning set forth in the Recitations.

“Financial Institution” has the meaning set forth in the Recitations.

“Funds” has the meaning set forth in Section 4.

“Indemnified Parties” has the meaning set forth in Section 6(a)(iv).

“Landing Partners” has the meaning set forth in Section 17(b).

“MoneyGram” has the meaning set forth in the Recitations.

“MoneyGram Agent” has the meaning set forth in the Recitations.

“MoneyGram Payments” has the meaning set forth in the Recitations.

“Payments of Counsel’s Fees” has the meaning set forth in the Recitations.

“Services” has the meaning set forth in the Recitations.

“Trustee” means the trustee administering the Bankruptcy Case.

“Unique Identifier” has the meaning set forth in the Recitations.

“User Profile Information” has the meaning set forth in Section 17(b).

“User’s Bank” means the bank or other financial institution at which User maintains an account from which Withdrawals are to be made, as identified by User via User’s TFS Account.

“User’s Bank Account” means User’s account at User’s Bank, as identified by User via User’s TFS Account.

“User’s TFS Account” means User’s account with TFS.

“Wage Payment” has the meaning set forth in the Recitations.

“Website” means [www.TFSBillPay.com](http://www.TFSBillPay.com).

“Withdrawal” has the meaning set forth in Section 3.

“Withdrawal Date” means, with respect to each Chapter 13 Payment and/or payment of Counsel’s fees being funded by a Withdrawal, the specific withdrawal date chosen by User via User’s TFS Account, provided that if any such day is not a Business Day, the Withdrawal Date shall be the first Business Day next succeeding such chosen day.

2. Amendments. This Agreement is subject to change by TFS without prior notice (unless prior notice is required by law) by posting the revised Agreement on the Website or by other Communication given to User.

3. Appointment. User appoints TFS as User’s agent to authorize the transfer of Funds on User’s behalf in accordance with the instructions provided by User via User’s TFS Account, subject to the terms and restrictions of

this Agreement. Fund transfers may include (a) the withdrawal of Funds from User's Bank Account by a Financial Institution via ACH (or such other means as such Financial Institution may determine and TFS shall approve) for deposit in the FBO Account on or about the applicable Withdrawal Date and in the amount User specifies in User's TFS Account (each, a "Withdrawal"), (b) the transfer of Funds via ACH (or such other means as such Financial Institution may determine and TFS shall approve) from (i) the Bridge Account to the FBO Account, and (ii) the FBO Account for the payment of Chapter 13 Payments, Payments of Counsel's Fees, and Fee Payments. By executing this Agreement, User is authorizing TFS to (s) authorize a Financial Institution to make such transfers and to take such actions and do such things on behalf of User as may be required by applicable laws and regulations, and (t) access the Bankruptcy Case Data in connection with the provision of the Services. User acknowledges and agrees that (w) User will not be able to cancel any Chapter 13 Payments, Payments of Counsel's Fees or Fee Payment except as permitted under this Agreement, (x) TFS may authorize the resubmission of any Withdrawal that is returned for insufficient or uncollected funds, (y) each relevant Financial Institution may rely solely and exclusively upon information and instructions received from TFS that relate to any relevant transfer of funds, including Withdrawals, Chapter 13 Payments, Payments of Counsel's Fees, and Fee Payments, and (z) User hereby forever discharges and releases each Financial Institution from any claim, obligation or liability that may arise out of or relate to any action taken by such Financial Institution in reliance upon or in connection with any such information or instruction received from TFS, except to the extent such claim, obligation or liability is based on such Financial Institution's gross negligence, willful misconduct, or violation of law. **User acknowledges that TFS is not a bank, the Services are not money transfer or banking services, and all money transfer or banking services contemplated hereunder shall be provided by a Financial Institution.**

4. Sources of Funds for Chapter 13 Payments; Payments of Counsel's Fees/Fee Payments.

(a) Funding of Funds by User to FBO Account. User shall provide the applicable Financial Institution (by Withdrawal) with the funds required to make the Chapter 13 Payments, Payments of Counsel's Fees, and Fee Payments (together, the "Funds"). TFS will use its reasonable efforts to deposit Chapter 13 Payments with the Trustee and Payments of Counsel's Fees with Counsel and make Fee Payments not later than five (5) Business Days after the applicable Withdrawal Date.). User acknowledges and agrees that each Withdrawal Date chosen by User and each Deposit made by User must be at least five (5) Business Days prior to the date the Chapter 13 Payment or Payment of Counsel's Fees associated with such Deposit or Withdrawal, as the case may be, is due.

(b) MoneyGram Payments. As an alternative to and/or in addition to the Funding of Funds by User to the FBO Account provided for in Section 4(a) hereof, User may obtain a MoneyGram card from TFS which will enable User to deposit Funds with a MoneyGram Agent for immediate transmission to the FBO Account for the payment of Chapter 13 Payments, Payments for Counsel Fees and Fee Payments. TFS will use its commercially reasonable efforts to forward the Chapter 13 Payments and Payments of Counsel's Fees to the Trustee or Counsel, as the case may be, and make Fee Payments not later than forty-eight (48) hours after date on which the Funds are deposited with the MoneyGram Agent.

(c) Wage Payments. As an alternative to and/or in addition to the Funding of Funds by User and MoneyGram Payments provided for in Sections 4(a) and (b) hereof, respectively, User may arrange for User's employer, utilizing a TFS direct deposit with User's Unique Identifier, to directly deposit funds in a Bridge Account which will be swept by TFS into the FBO Account for payment of Chapter 13 Payments, Counsel Fees and Fee Payments. TFS will use its commercially reasonable efforts to forward the Chapter 13 Payments and Payment of Counsel's Fees to the Trustee or Counsel, as the case may be, and make Fee Payments not later than five (5) Business Days after the Wage Payment by User's employer into the Bridge Account.

TFS shall not be required to make any Chapter 13 Payment or Payment of Counsel's Fees hereunder unless and until the applicable Financial Institution has obtained sufficient Funds from User with respect to such Chapter 13 Payment or Payment of Counsel's Fees (including the Fee Payments to be paid in connection therewith).

5. Fee Payments. For each Chapter 13 Payment, Payment of Counsel's Fees, MoneyGram Payment and Wage Payment, User shall pay TFS the applicable Fee Payment set forth on the fee schedule set forth below. In the case of withdrawals from the FBO Account, the Fee Payment shall be paid to TFS by withdrawal from the Funds in the FBO Account at the same time and in the same transaction as the Chapter 13 Payment or Payment of Counsel's Fees, as the case may be, for which such Fee Payment is being paid. User authorizes TFS to make such Fee

Payment withdrawal from the FBO Account. In the case of MoneyGram Payments, the Fee Payment shall be paid at the time such MoneyGram Payment is transmitted by the MoneyGram Agent. In the case of a Wage Payment, the Fee Payment shall be paid at such time as the Wage Payment is transmitted by User's employer. **Fee Payments are not refundable for any reason.** TFS reserves the right to change or modify the Fee Payment schedule at any time by Communication (as defined below) given to User at least twenty-one (21) days' prior to such change or modification.

<u>CHAPTER 13 PAYMENT</u>	<u>FEE</u>
\$100 or less	\$0.99
More than \$100 but less than/equal to \$250	\$1.99
More than \$250 but less than/equal to \$500	\$2.99
More than \$500 but less than/equal to \$750	\$3.99
More than \$750 but less than/equal to \$1,000	\$4.99
More than \$1,000 but less than/equal to \$1,500	\$5.99
More than \$1,500 but less than/equal to \$2,000	\$6.99
More than \$2,000	\$7.99
 <u>PAYMENT OF COUNSEL'S FEES</u>	 \$1.99
 <u>MONEYGRAM PAYMENT *</u>	 \$8.99
 <u>WAGE PAYMENT *</u>	 \$1.99

\*This is in addition to the Fee Payment in connection with withdrawals from the FBO Account to pay the Chapter 13 Payments and the Payments of Counsel's Fees.

6. Authorization of User's Legal Counsel.

(a) If User desires his Counsel to be permitted to act on User's behalf with respect this Agreement, User must either (x) click the checkbox (at the bottom of this Agreement) that provides "**I hereby appoint my Counsel to act on my behalf with respect to this Agreement as provided in Section 6**", or (y) print, complete and sign the Authorization Form (which may be obtained via the Website) (the "Authorization Form"), have Counsel countersign such Authorization Form, and deliver such Authorization Form to TFS via the Attorney Portal accessible at the Website. By doing either of the foregoing, but subject to Section 6(b) hereof, User agrees to the following:

(i) User constitutes and appoints Counsel as User's true and lawful agent, proxy and attorney-in-fact, and authorizes Counsel acting for User and in User's name, place and stead, in any and all capacities to do and perform every act and thing required or permitted to be done by User hereunder as fully to all intents and purposes as User might or could do in person, including, without limitation:

- (1) deliver any and all notices by User under this Agreement;
- (2) receive all Communications delivered to User under this Agreement;
- (3) access User's TFS Account to change the information including, without limitation, User's Bank Account, Contact Information, and passwords set forth therein; and
- (4) take any and all actions on behalf of User with respect to matters under this Agreement.

(ii) User grants Counsel full power and authority to do and perform each and every act and thing necessary or desirable to be done under this Agreement as fully to all intents and purposes as User might or

could do in person, hereby ratifying and confirming all that Counsel may lawfully do or cause to be done by virtue hereof. User acknowledges and agrees that any delivery by Counsel of any waiver, amendment, agreement, certificate or other document executed by Counsel or any decisions made by Counsel pursuant to the authority granted hereunder, shall bind User as fully as if User had executed and delivered such documents or made such decisions.

(iii) User may remove Counsel by sending a written, signed notification thereof to TFS at 500 North Broadway, Suite 240, Jericho NY 11753, Attention: President or by email to support@tfsbillpay.com. User's removal of Counsel shall be effective upon receipt of such removal notice.

(iv) User agrees that TFS shall be entitled to rely on any action taken by Counsel pursuant to this Section (each, an "Authorized Action"), and that each Authorized Action shall be binding on User as fully as if User had taken such Authorized Action. User agrees to pay, and to indemnify and hold harmless, TFS, the Financial Institutions, and their respective affiliates, shareholders, officers, directors, employees, representatives, attorneys and agents (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, losses, damages, obligations, penalties, judgments, awards, disbursements, costs and expenses (including reasonable attorneys' fees and reasonable disbursements incurred in investigating, preparing, pursuing or defending any action, suit, proceeding or investigation, or in giving testimony or furnishing documents in response to a subpoena or otherwise), which any of them may suffer, sustain, or become subject to, as the result of, based upon, or in connection with any claim that an Authorized Action is not binding on, or enforceable against, User. In addition, User hereby forever releases and discharges the Indemnified Parties from and against, for and in respect of, any liability arising out of, based upon, or in connection with any actions taken or omitted by Counsel hereunder, and agrees not to assert or bring any claim, action or proceeding or otherwise seek any recovery against any Indemnified Party with respect thereto.

(v) TFS shall be entitled to rely on the full power and authority of Counsel to act hereunder on behalf of User, and shall not be liable in any way whatsoever for any action TFS takes or omits to take in reliance upon such power and authority.

(b) If User has appointed Counsel to act on User's behalf as provided in Section 6(a)(y) above, such appointment shall not be effective unless and until TFS has received the fully completed and executed Authorization Form, verified the accuracy of the information set forth therein, and confirmed such verification to User and such Counsel.

## 7. Communications.

(a) To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices, disclosures or other communications from TFS to User (collectively, "Communications") may, in the sole and absolute discretion of TFS, but subject to the other provisions of this Section 7(a), be provided to User electronically (including by email, text, or other electronic means), by posting on the Website (other than Communications being delivered solely to User or which contain User Information (as defined below)), or in paper format by mail or other means of delivery, all of which shall be deemed to be in "writing." Communications shall be deemed to have been received by User upon the sooner of the following: (i) if provided electronically, when User receives such Communication or twenty-four (24) hours after the time it is sent to User at the email address, text number, or other electronic address set forth in User's TFS Account, whichever is earlier, (ii) if posted to the Website, when User accesses the Website following such posting or twenty-four (24) hours after it is posted, whichever is earlier, or (iii) if sent in paper format, when User receives such document or five (5) days after it is sent to User at the address set forth in User's TFS Account, whichever is earlier. User may print a copy of any Communication and retain it for User's records. User's consent to receive Communications electronically or via Website posting is valid unless and until User revokes such consent by notifying TFS thereof by phone at 888-729-2413 (888-PAY-CH13) or by email at support@tfsbillpay.com. If User revokes such consent to receive Communications electronically or by Website posting, TFS may terminate User's right to use the Service.

(b) User represents and warrants to TFS that the information provided by User in User's TFS Account, including the email address, text number, mailing address, and the like (collectively, the "User Contact Information"), is true, complete, and correct in all respects and, with respect to numbers and addresses for electronic

Communications, such numbers and addresses are working and functional. TFS will not be liable for any undelivered electronic Communication sent to the address or number identified in the User Contact Information or any costs User incurs for maintaining the means of receiving electronic Communications, including, without limitation, the cost for internet access, text messaging services (including text message fees), or an e-mail account. User shall notify TFS forthwith if any of the User Contact Information is changed, or if any of the means of receiving electronic Communications included in the User Contact Information is cancelled or no longer functional. If User fails to do so, or if TFS has reason to believe that either have occurred, then TFS may take such steps as it deems appropriate including, without limitation, (i) removing or deactivating the non-functional electronic number or address from User's TFS Account; (ii) substituting a secondary electronic number or address as the new primary electronic number or address associated with User's TFS Account; (iii) altering User's user preferences (as set forth in User's TFS Account) regarding electronic Communications; or (iv) attempting to reach User by non-electronic means, including by phone, facsimile or postal mail (though TFS shall not be obligated to make any such attempt). TFS reserves the right to take measures to ensure the integrity of its contact directory, and User shall reasonably cooperate if such measures are taken.

8. Service Fees. TFS may charge, and User authorizes TFS to withdraw from the FBO Account or User's Bank Account, the applicable service fees if any Funds provided to or obtained by TFS from User are required to be returned or are insufficient as a result of, without limitation, third party fees, insufficient funds in User's Bank Account, closure of User's Bank Account, or if the User's Bank Account information provided by User to TFS is incorrect, incomplete or changes.

9. FBO Account. While the Funds are in the FBO Account, the applicable Financial Institution may combine such Funds with the funds of other Debtors. User agrees that User will not receive interest or other earnings on the Funds. In consideration for use of the Service, User irrevocably transfers and assigns to TFS any ownership right that User may have in any interest or other earnings that may accrue or be paid on the Funds in the FBO Account. This assignment applies only to such interest and other earnings, and nothing in this Agreement grants TFS any ownership right to the principal of the Funds held in the FBO Account.

10. Passwords. User may not reveal User's TFS Account password(s) to anyone (other than Counsel), nor may User use anyone else's TFS account password. TFS is not responsible for losses incurred by User as the result of User's violation of this Section or other misuse of User's TFS Account password.

11. Hacking. If User uses, or attempts to use, User's TFS Account for any purpose other than managing User's TFS Account, including, but not limited to, tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, then User's TFS Account may be terminated and User will be subject to damages and other penalties, including, without limitation, criminal prosecution where available.

12. Indemnification. User agrees to indemnify and hold harmless the Indemnified Parties from and against, for and in respect of, any and all claims, liabilities, losses, damages, obligations, penalties, judgments, awards, disbursements, costs and expenses (including reasonable attorneys' fees and reasonable disbursements incurred in investigating, preparing, pursuing or defending any action, suit, proceeding or investigation, or in giving testimony or furnishing documents in response to a subpoena or otherwise) which any of them may suffer, sustain, or become subject to, directly or indirectly, as the result of, based upon, or in connection with User's use of the Service or any breach of this Agreement by User.

13. Right of Recipient to Refuse Payment. User agrees and acknowledges that neither the Trustee nor User's Counsel is required to accept any Chapter 13 Payment or Payment of Counsel's Fees, as the case may be, even if the Trustee or User's Counsel, as the case may be, is already registered with TFS. The Trustee or User's Counsel, as the case may be, may return, deny or refuse to accept any Chapter 13 Payment or Payment of Counsel's Fees, as the case may be. Neither TFS nor any Financial Institution will be liable for any damages or losses resulting from or in connection with the return, denial or refusal to accept any Chapter 13 Payment or Payment of Counsel's Fees, as the case may be. Any Chapter 13 Payments or Payment of Counsel Fees, as the case may be, that are returned, denied, unaccepted, or unclaimed by the Trustee will be returned to User in a timeframe that is commercially reasonable. Any fees paid to TFS in connection with a Chapter 13 Payment or Payment of Counsel Fees that is returned, denied or refused are not refundable to User.

14. Termination. TFS, in its sole and absolute discretion, may terminate this Agreement, terminate access to the Website, or terminate access to the Service for any reason and at any time by Communication to User and payment to User of any unrestricted Funds held in the FBO Account. User may terminate the Service at any time by clicking on the “cease payment” button on User’s TFS Account. Upon such termination, TFS will cancel any pending transfers of Funds scheduled to be made more than three (3) Business Days after such termination, will seek to cancel any pending Funds transfers scheduled to be made prior thereto (but with no assurance that such cancellation shall occur), and will cause all unrestricted Funds in the FBO Account to be returned to User.

15. Unauthorized Transfers. It is the responsibility of User to inform TFS if User believes User’s TFS Account login information, including User’s TFS Account identification or password, has been lost, stolen or compromised, or if someone has compromised or gained unauthorized access to User’s TFS Account, or if there has been an unauthorized transfer. TFS may be reached by phone at 888-729-2413 (888-PAY-CH13), by mail at TFS, 500 North Broadway, Suite 240, Jericho NY 11753, Attention: President, or by e-mail at support@tfsbillpay.com.

16. Hours of Operation. TFS’ normal business hours are Monday through Friday, 10:00 AM-6:00 PM Eastern Standard Time, excluding holidays.

17. Confidentiality.

(a) TFS may disclose information to third parties about User’s TFS Account or the activity with respect thereto (collectively, “User Information”) only:

(i) where it is necessary for completing any transfer of Funds;

(ii) in order to comply with (i) any law or court order, (ii) any subpoena, discovery demand, or other disclosure process authorized by law, regulation or rule of court or tribunal, or (ii) any regulatory agency or self-regulatory organization;

(iii) to ensure User’s compliance with the terms of this Agreement or to enforce the rights of TFS under this Agreement;

(iv) if User gives TFS permission to do so; or

(v) if User has appointed Counsel as provided in Section 6, to such Counsel.

(b) TFS’s subsidiary, Forward Landing, LLC (“Forward”) operates a loan referral service in connection with various lending institutions (“Lending Partners”) for “select” Users who have successfully completed their Bankruptcy Case. In connection therewith, you consent that TFS may transfer User information held by TFS (“User Profile Information”) to Forward to determine whether User may be eligible to apply for different loans offered by Forward’s Lending Partners. Such User Profile Information will include, among other things, (i) the fact that User had a User’s TFS Account, (ii) User’s TFS payment history, (iii) biographical details (name, address, phone, email), (iv) log in credentials, (v) last four digits of SS# and (vi) Trustee information. In addition you consent that TFS may receive information from Forward regarding the status of your loan application, including personal credit information.

18. Documentation.

(a) User may view User’s recent Service transactions by logging into User’s TFS Account and viewing “Recent Transactions” on User’s Home Page or the “Transactions” page.

(b) TFS will not send User a periodic statement listing Service transactions. Such transactions will appear only on the statement issued by User’s Bank. USER SHOULD COMPARE THE RECENT TRANSACTIONS HISTORY ON USER’S TFS ACCOUNT AGAINST SUCH BANK STATEMENT. If User has any questions about one of such transactions, User should call TFS at 888-729-2413 (888-PAY-CH13) or write TFS at 500 North Broadway, Suite 240, Jericho NY 11753, Attention: President.

19. Preauthorized Payments and Recurring Transfers.

(a) By using the Service, User is authorizing TFS to authorize recurring transfers on a regular basis from User's Bank Account to the FBO Account (where Funds are provided via Withdrawals), and from the FBO Account to the Trustee and/or User's Counsel. User may cancel any such recurring transfer by calling TFS at 888-729-2413 (888-PAY-CH13), or writing TFS at 500 North Broadway, Suite 240, Jericho NY 11753, Attention: President, so that TFS receives such request at least three (3) Business Days before such transfer is scheduled to be made. If User calls, TFS may also require User to put such request in writing to be received by TFS within fourteen (14) days after User's call. If User cancels a recurring transfer, User may still be liable to Trustee for the payment and be required to pay the Trustee through alternative means.

(b) If a recurring transfer will vary in amount from the prior recurring transfer by more than 500%, TFS will notify User of the amount and date of such transfer at least ten (10) days before such transfer is scheduled to be made. By establishing a recurring transfer, User is agreeing to receive this advance notice only when such variance limit is exceeded.

20. TFS' Liability. Without limiting Section 26 hereof, neither TFS nor any Financial Institution shall have any liability for any Funds transfer that is not completed in accordance with the terms and conditions of User's TFS Account and this Agreement if, and without limitation, (a) such transfer is prohibited by applicable law or sound banking practices, or results from any act or omission by User or Counsel), (b) through no fault of TFS, User did not have enough available funds to make the transfer, (c) the transfer would go over the credit limit on User's overdraft line, (d) the Service was not working properly and User knew about the disruption when User started the transfer, or (e) circumstances beyond TFS' or such Financial Institution's control (such as fire or flood or loss of internet connection) prevented the transfer.

21. Third-Party Web Sites. The Website may provide links to or information from third-party websites, which are not under the control of TFS. TFS makes no representations about third-party websites. When User accesses a non-TFS website, User does so at User's own risk. TFS is not responsible for the reliability of any data, opinions, advice or statements made on third-party websites or provided from third-party websites. TFS provides these links and such information merely as a convenience. The inclusion of such links or information does not imply that TFS endorses, recommends or accepts any responsibility for the content of such websites.

22. Complaint Policy. It is the policy of TFS to provide a mechanism by which all complaints from Users and others are given prompt, courteous and fair attention. All employees of TFS are expected to handle "complaints" within a reasonable period of time. Complaints may come in many forms. Complaints may be oral or in writing, and they may come directly from the User, the User's attorney, the Financial Institution or a Trustee. The appropriate procedure to follow for handling a User's complaint depends on the form to which it was received. To find out how to send TFS a proper complaint please visit the following: [https://www.tfsbillpay.com/complaint\\_policy.pdf](https://www.tfsbillpay.com/complaint_policy.pdf)

23. Assignability. User may not transfer or assign this Agreement or any rights or obligations User may have under this Agreement without the prior written consent of TFS, which consent may be granted or withheld in the sole and absolute discretion of TFS. TFS reserves the right to transfer or assign this Agreement or any right or obligation of TFS under this Agreement without User's consent.

24. Severability. Any provision of this Agreement which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this Section, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

25. Entire Agreement; Binding Effect. This Agreement constitutes the final, complete and exclusive embodiment of the entire agreement and understanding between the parties related to the subject matter hereof, and supersedes and preempts any prior or contemporaneous understandings, agreements or representations by or between the



parties, written or oral, with respect to such subject matter. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, executors, successors and permitted assigns, all of whom are intended third party beneficiaries. The Indemnified Parties are intended third party beneficiaries of Sections 6, 12, 13, 20 and 27, with rights to enforce such provisions.

26. Governing Law; Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, in accordance with and governed by the internal laws (without reference to choice or conflict of laws) of the State of New York. The parties hereby (a) irrevocably consent and submit to the exclusive jurisdiction of any state or federal court of competent jurisdiction sitting in (or with jurisdiction over) the State of New York, County of Nassau, in any action, suit, or proceeding arising out of or relating to this Agreement, (b) agree that all claims with respect to such action, suit, or proceeding shall be heard and determined in such a state or federal court, (c) waive, to the fullest extent possible, and agree not to assert, as a defense in any such action, suit, or proceeding that such action, suit, or proceeding may not be brought or is not maintainable in said court, that the venue thereof may not be appropriate or is inconvenient, or that this Agreement may not be enforced in or by said court, and (d) WAIVE, TO THE FULLEST EXTENT POSSIBLE, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY SUCH ACTION, SUIT, OR PROCEEDING. The parties hereby consent to and grant such courts' jurisdiction over the persons of such parties and over the subject matter of any such dispute, and agree that delivery or mailing of process or other papers in connection with any such action, suit or proceeding in such manner as may be permitted by law shall be valid and sufficient service thereof.

**27. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, WITH RESPECT TO, OR IN CONNECTION WITH THE WEBSITE, THE SERVICE, USER'S USE OF THE WEBSITE OR THE SERVICE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING, WITHOUT LIMITATION, THE LOSS OF PROFIT, USE, SAVINGS, OR REVENUE, OR THE CLAIMS OF THIRD PARTIES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO USER. THE INDEMNIFIED PARTIES ENTIRE AND AGGREGATE LIABILITY, AND USER'S EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM CONCERNING OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT, IN ANY AND ALL CIRCUMSTANCES, SHALL BE THE RECOVERY BY USER OF USER'S PROVEN, ACTUALLY INCURRED, DIRECT DAMAGES; PROVIDED, HOWEVER, IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF THE INDEMNIFIED PARTIES FOR ALL DAMAGES FOR ALL CLAIMS WHETHER IN CONTRACT, TORT OR OTHERWISE HOWSOEVER CAUSED OR ARISING, EXCEED THE TOTAL AMOUNT PAID BY USER TO TFS IN THE TWELVE MONTHS PRECEDING SUCH CLAIM.**

**28. NO WARRANTY. THE SERVICE IS PROVIDED AS IS AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. TFS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TFS DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF THE SERVICE, AND OPERATION OF THE WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF THE CONTROL OF TFS. TFS WILL MAKE REASONABLE EFFORTS TO ENSURE THAT REQUESTS FOR ELECTRONIC DEBITS INVOLVING BANK ACCOUNTS ARE PROCESSED IN A TIMELY MANNER BUT TFS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING BECAUSE TFS' SERVICE IS DEPENDANT ON MANY FACTORS OUTSIDE OF ITS CONTROL, SUCH AS DELAYS IN THE BANKING SYSTEM. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO USER. THIS SECTION GIVES USER SPECIFIC LEGAL RIGHTS AND USER MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.**

FINANCIAL INSTITUTIONS

Esquire Bank

## Fee Schedule

## Schedule B

Type	Description	Amount
ACH Return (that is not R07, R08, R10, or R29)	This is a "reprocessing" fee that is charged for low-risk ACH returns.	\$6 per occurrence
ACH High Risk Return (R07, R10, R29)	This is a "reprocessing" fee that is charged for high-risk ACH returns.	\$60
Stop Payment (R08)	This is a "reprocessing" fee that is charged for R08 ACH Returns. This occurs when a user stops a payment at their bank.	\$60
Skip a Payment Over Phone / Email	A per-action charge for when the a payment skipped over the phone rather than online.	\$1.99
Change Bank Account Over Phone / Email	A per-action charge for when the bank account on file is updated over the phone rather than online.	\$1.99
Changed Payment Schedule Over Phone / Email	A per-action charge for when the automatic schedule is updated over the phone rather than online.	\$1.99
Cancel Today's Payment Over the Phone / Email	A per-action charge for when a payment is canceled over the phone rather than online.	\$1.99
Change Schedule Amount Over the Phone / Email	A per-action charge for when the payment amount is updated over the phone rather than online.	\$1.99
Refund Request	This is when a user contacts us to refund a payment after it has already started but before it has been set to the trustee.	\$6 per request