

Service Terms for City of Neosho Bill Pay

This document contains the terms and conditions for using City of Neosho Bill Pay. "You and Your" refer to the user of the system. The words "we", "us" and "our" refer to City of Neosho or entity authorized to collect for the City of Neosho. Each time you authorize a recurring or one-time payment transaction using your telephone or via the web, you are agreeing to these terms and conditions.

AUTHORIZATION FOR RECURRING AND ONE-TIME PAYMENTS

By providing your unique identifying information and confirming the payments:

1. you authorize City of Neosho (or its designees and service providers) to withdraw the specified amount from your bank account for the specified frequency and duration and/or until the specified end date; and
2. you authorize your financial institution to deduct the payment and/or, as applicable, you authorize City of Neosho or its designees and service providers to charge your debit card.

You may revoke or cancel an authorized payment only by following the procedure in Section II. All payments made using a bank account are made or initiated through an Automated Clearinghouse ("ACH"), debit and card payments are made or initiated through standard debit card processing networks.

I. Using City of Neosho Bill Pay. City of Neosho Bill Pay is for use with accounts payable to the Municipal Court or City of Neosho Water Department only. To make a one-time payment or to set up a recurring payment you will need to access our website (www.neoshomo.org) and then follow the Make a Payment link and the follow the link for the appropriate payment.

You will need to supply a valid bank routing number (RTN) along with the associated valid bank account number for Electronic Check ("eCheck") or a valid debit card number and expiration date for debit card payments. If applicable, you will need to supply a valid debit card number, card expiration date, billing address and CVV/CVD codes for card payments.

II. Revocation/Cancellation of Payments. Cancellation of your recurring payment is not automatic upon disconnect or cancellation of water service. To revoke or cancel a payment you may call **1-417-451-8050 on a business day** or visit our website. You can cancel a payment at any time at least 24 hours before your next Payment Date. In the event that your scheduled payment to City of Neosho Bill Pay or any payment to a payment system operated by our Service Providers is made for services not rendered, follow the procedures in Section III.

III. ALL QUESTIONS ABOUT CITY OF NEOSHO BILL PAY OR THE CITY OF NEOSHO BILL PAY SYSTEM OR WEBSITE SHOULD BE DIRECTED TO CITY OF NEOSHO AND NOT TO THE FINANCIAL INSTITUTION WHERE YOUR ACCOUNT IS HOUSED. We are responsible for the City of Neosho Bill Pay service and for resolving any errors in payments made via City of Neosho Bill Pay. In case of errors or questions about your City of Neosho Bill Pay payment, call

or write us at the phone number or address provided below (*as a precaution, do not include bank account information or credit/debit card information on any correspondence*). Contact us as soon as you can if you think a City of Neosho Bill Pay payment is incorrect, or if you need more information about a City of Neosho Bill Pay payment reflected on your statement. We must hear from you no later than 90 days after you receive the FIRST statement on which the problem or error appeared.

ABOUT CONTACTING CITY OF NEOSHO REGARDING A CITY OF NEOSHO BILL PAY ERROR OR QUESTION; You may contact City of Neosho by telephone or in writing at the following address:

City of Neosho
Attn:Online Bill Pay
203 East Main
Neosho, MO 64850
1-417-451-8050

Please provide the following information:

1. Your name, address and account information for water service or ticketing information if a municipal court payment.
2. Describe the error or the payment you have questions about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will provide you with the results of our investigation within 10 business days after we hear from you and will correct errors promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we may transmit a provisional credit to your bank/card account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation (*and we will tell you when we do this. This may be accompanied by a provisional corresponding adjustment to your water billing or municipal court charges*). **If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not send the provisional credit.** If we decide that there was no error, we will send you a written explanation within three business days after completing our investigation. You may ask for copies of the documentation we used to conduct our investigation. Errors in your bank account that are unrelated to City of Neosho Bill Pay or the City of Neosho Bill Pay System or Website should be directed to your financial institution.

IV. Confidentiality. We may share information we collect about you, except credit bureau information, with outside companies that are assisting us with servicing your account ("Service Providers"). Our agreements with these Service Providers require that they protect this information; they are only to use it to carry out the services they are performing for us.

V. Liability for Unauthorized Use. If you think your account has been accessed without your permission for a City of Neosho Bill Pay payment, contact us immediately by calling or writing us at the telephone number or address provided in Section II. You should also contact your financial institution. Calling us immediately is the best way to keep your losses to a minimum. If you contact us within 4 business days, your losses will be limited to the value of noted convenience fees for unauthorized use. You could lose up to the full amount charged if you do

not notify us within 4 business days and we determine that the loss could have been prevented. Call us immediately if any unauthorized payments appear on your bank account statement, or debit card statement. If you do not contact us within 90 days after the statement was mailed and we could have prevented the loss, you may not recover any funds you lost after the 90 day period.

VI. Termination. Participation is optional. We reserve the right to discontinue accepting City of Neosho Bill Pay payments at any time, for any reason without prior written notice. We may send notification of termination of City of Neosho Bill Pay any time after the termination is effective. If we terminate, we will not accept payment and debit requests. We may also temporarily discontinue accepting City of Neosho Bill Pay payments, at our sole discretion. Termination does not affect your rights and obligations for City of Neosho Bill Pay payments prior to termination. Termination of City of Neosho Bill Pay does not affect your payment obligations for use of City of Neosho Water service or obligations to the municipal court.

VII. Change in Terms. We may change the terms of this agreement at any time. As required by law, we will inform you of any changes. Unless otherwise stated, changes will be effective immediately. Continuing to use City of Neosho Bill Pay to make your water department payment or payments to the municipal court will mean you agree to the new terms.

IX. Liability. You agree that any and all losses shall be limited to actual damages and we shall not be responsible for losses resulting from the following:

1. if through no fault of ours, you do not have enough money or sufficient credit available in or on your account to make your payment;
2. transfer of money from your bank/card account is restricted;
3. the City of Neosho Bill Pay system or services provided for bill payment was not working;
4. circumstances beyond our control (such as flood or fire) prevent payment despite reasonable precautions. Our liability is limited by law and limited to those damages proximately caused.
5. you fail to use the City of Neosho Bill Pay system properly;
6. you do not request or otherwise initiate a recurring or one-time payment sufficiently in advance of your payment due date;
7. your financial institution refuses to honor the debt;
8. your instructions are lost or delayed in transmission to us;
9. a reasonable security concern, such as an unauthorized use, causes us not to make the payment;
10. your account is closed;
11. the City of Neosho Bill Pay system has been terminated or suspended;
12. the City of Neosho Bill Pay system indicates your request will not be processed. The City of Neosho Bill Pay system may not be available at all times.

SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED THEREIN OR REQUIRED BY LAW;

1. YOU AGREE THAT OUR AND OUR SERVICE PROVIDERS AND SUBCONTRACTORS MAXIMUM LIABILITY TO YOU WILL BE LIMITED SOLELY TO THE VALUE OF THE PAYMENT; AND

2. NEITHER WE NOR ANY SERVICE PROVIDER OR SUBCONTRACTOR OF OURS SHALL HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

WE DO NOT GUARANTEE THE SECURITY, PRIVACY OR INTEGRITY OF INFORMATION IN TRANSIT OVER TELEPHONE LINES. THE PRECEDING SHALL NOT BE DEEMED TO DISCLAIM LIABILITY SPECIFICALLY IMPOSED ON US OR OUR SERVICE PROVIDERS BY STATUTE OR REGULATIONS, TO THE EXTENT SUCH LIABILITY CANNOT BE WAIVED OR DISCLAIMED.

IX. Miscellaneous. No waiver of any terms will be effective unless in writing. You may not transfer your rights or obligations under this Agreement. This Agreement is governed by the laws of the state of Missouri, without regard to that state's conflict of laws provisions, and by applicable federal laws and regulations. If any term is invalid, the remaining terms shall be valid. These terms are in addition to any other agreement you have with us. We may subcontract any of the duties.

X. Service Fees. We (or our designee/service provider) may charge fees for certain services and those fees are subject to change at any time as allowed by law. These fees may be in addition to fees, charges or costs outlined on the charges from the Municipal Court or on your Water Billing.