

## **Addendum to Deluxe eCheck Terms of Service: PayMe Page Service Terms and Conditions**

Last modified: January 26, 2015

The following terms and conditions supplement our base “Deluxe eCheck” Terms of Service, which are found here. All of the base “Deluxe eCheck” Terms of Service apply equally to the Pay Me Page Service as if they were fully set forth herein.

### **Scope**

These terms and conditions are for use with the Deluxe eCheck “Pay Me Page” service (“PMP Service”), which allows unregistered (anonymous) and registered users of the PMP Service to compose checks within a website form, submit those checks to a designated user of the PMP Service, and also allows deposit of those checks into an associated bank account for payees of submitted checks.

### **Designated URL**

The PMP Service involves the composition of a check document on a designated website that is associated with a registered user of the base Deluxe eCheck services. Designated URL means any operational Deluxe eCheck operated website that includes a form for the generation of a check document thereon.

### **Unregistered User**

“Unregistered User” means any user of any Designated URL that does not have a valid, active Deluxe eCheck Account associated with the corresponding Designated URL. If you are an Unregistered User, the obligations of these terms and conditions still apply to you.

### **Registered User**

“Registered User” means any user of any Designated URL that has a valid, active Deluxe eCheck Account associated with the corresponding Designated URL.

### **Accurate Information**

As with any check document, whether composited on a Designated URL or in your personal checkbook, and whether you are an Unregistered User or a Registered User, you agree to provide complete and accurate information for the check composition form located on any Designated URL. For Registered Users, this also means keeping your account information (including, but not limited to, your name, address, contact email and phone numbers, and checking routing and account numbers) up to date because the PMP Service will prepopulate the composition check form on any Designated URL with the information stored in your Deluxe eCheck Account, and you give us permission to do so.

### **Check Composition Duties and Obligations**

As mentioned above, each Designated URL includes a check composition form that allows both Unregistered Users and Registered Users to enter sufficient information to generate a check. As with any check, you must provide accurate and complete information on the check form on any Designated URL. You must also specify a check number when you compose a check on a Designated URL, and you agree that, once you initiate a transaction on a Designated URL with that check number for a given routing number and account number, you will not generate any other transaction(s) using that check number for that routing number/account number combination, whether using the PMP Service or not. Generating multiple checks with the same check number could subject you to civil and criminal penalties for bank fraud and could result in your bank revoking your checking privileges. You are responsible for maintaining adequate funds on deposit for all transactions you authorize for the particular routing number and account number combination used for any PMP Service transactions originated on a Designated URL.

## **The Process**

Neither Deluxe eCheck nor the PMP Service is a bank, nor do they function as a bank. Deluxe does not maintain any funds on deposit, and will not debit or credit your bank account for any check transactions you initiate on any Designated URL. Instead, the PMP Service uses the information you provide on a Designated URL to submit a check to the user associated with the particular Designated URL. The user associated with the Designated URL will have the option of printing a check from the information you provide or electronically deposit an image of a check using a remote deposit capture service provided by a bank of first presentment that the PMP Service generates in response to the user associated with the Designated URL. In either case, you agree to allow the user associated with the Designated URL to either print a check using the information you provide or to electronically deposit an image of the check using the information you provided. Electronic deposit of a check submitted to a user associated with a Designated URL is subject to remote deposit availability from the bank(s) responsible for each of the associated user's banking account(s).

## **Indemnity**

**UNDER NO CIRCUMSTANCES WILL Deluxe, THE PMP SERVICE, AND Deluxe's SUPPLIERS AND DISTRIBUTORS, BE RESPONSIBLE FOR ANY LIABILITY, DAMAGE, OR REFUND DUE TO ANY ERROR IN THE INFORMATION SUBMITTED BY YOU, ANY REGISTERED USER, OR ANY UNREGISTERED USER.**

**Deluxe, THE PMP SERVICE, AND Deluxe's SUPPLIERS AND DISTRIBUTORS WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF Deluxe, THE PMP SERVICE, AND ITS SUPPLIERS AND DISTRIBUTORS FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN). IN ALL CASES, VERIFYVALID, THE PMP SERVICE, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.**