

Terms & Conditions

Definitions

Payee: The legal entity receiving the online payment.

Payment Gateway: Refers to the electronic systems, through which a Payor or Owner may pass payment information to Zenco including but not limited to name, mailing address, email address, and dollar amount of payments received.

Payor: The individual submitting the online payment.

Property Management Company: The legal entity that owns or manages the property to which you are submitting payment(s) to.

Zenco Utility Management Services (“Zenco”): The third-party utility billing company that hosts and maintains this online payment gateway.

Zenco advises you to read these Terms and Conditions in their entirety before processing your transaction. Your transaction is subject to your acceptance of these Terms and Conditions, which are agreed upon when you proceed with your transaction. This agreement is entered into on the date of payment acceptance.

You hereby agree as follows:

By making your payment and providing information needed to process your checking, savings account or credit card account, you acknowledge that you have read and understand the Terms and Conditions contained herein.

By finalizing your transaction, you agree to conduct this transaction by electronic means. You understand and agree that electronic transactions entered into here have the same legally binding effect as an in-person transaction.

By your agreement, Payor will indemnify, protect, defend and hold Zenco, Payee, Property Management Company and their affiliates and/or subsidiaries and all of its or their officers, agents and/or employees, harmless from and against any and all claims, losses, demands, actions, expenses, damages, liability, and/or causes of action, including (without limitation) attorney fees, other costs of defense and/or collection fees, which in any way result directly or indirectly from: breach of this agreement or any warranty or representation made; any damage or loss caused by negligence, fraud, dishonesty, or willful behavior by Payor or any of Payor's employees or agents; any contention, whether well founded, baseless or otherwise, that Payor violated the law or any rule or regulation; any damages resulting from or related to any failure or delay of Zenco in providing

transaction processing services under this agreement; any delays in the performance of services or for any failure to perform hereunder if such delays are due to strikes, inclement weather, acts of God, or other causes beyond Zenco's reasonable control.

Payor warrants that all representations and statements made by Payor in this agreement, or in any other document relating hereto, by Payor or on Payor's behalf are true, accurate and complete in all material respects. Where applicable and appropriate, Payor agrees to maintain and promptly update their registration or payment information to keep it true, accurate, current and complete. Failure to provide or maintain accurate and current data that is being passed to and from Payor will result in breach even if Zenco and Payor have been advised of the possibility thereof.

Any claim or legal action arising out of disputes, failures, misrepresentations, malfunctions, or defects shall be waived and in no event shall Zenco's liability exceed the total amount in processing fees Payor paid hereunder.

Payor agrees that any cause of action arising out of or relating to this agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. Jurisdiction of any legal proceeding arising hereby shall be Menard, TX (Menard Country), United States of America.

Payor agrees, as a company and/or as an individual, to defend, indemnify, and hold harmless Zenco from any and all claims resulting from Payor's use of any services contemplated under this agreement, which cause damage to Payor or any other party. Zenco shall not be responsible or liable for unauthorized access of facilities or to Payor's data or programs due to accident, illegal or fraudulent means or devices.

Payor hereby authorizes Zenco to initiate transaction entries, including convenience fees noted herein, to Payor's transaction account number (including checking and savings accounts) and/or charges to Payor's credit card. This billing will occur at the time of payment of each transaction.

If payment is made by eCheck/ACH, Payor understands that if such payment is returned from the bank for any reason, he or she may be charged additional "returned item" fee(s), which will be added to the original amount and auto-debited from Payor's bank account at least ten (10) days after the initial payment fails. In the event that subsequent fee collection auto-debits also fail, Payor may continue to incur fees related to such attempts. Payor assumes all responsibility for all such fees. Returned item fees vary, please contact your leasing office for details. Additional fees may also be assessed by your bank and/or Property Management Company.

Payor hereby acknowledges that Zenco and/or Property Management Company may apply a convenience fee with each transaction initiated through the payment gateway. This fee may be changed at any time with or without notice. All convenience fees will be displayed on the payment screen prior to finalizing Payor's transaction.

Convenience fees are charged by Zenco, and not by Payor's Property Management Company. Convenience fees are not surcharges. Zenco is a third-party vendor, who is not the seller, lessor, or management company. Such convenience fees are not being charged based on any method of payment. All payment methods initiated through the online platform are charged a convenience fee including, credit card, debit card, electronic checks, and cash payments. These fees are being charged for providing the convenience of an online payment channel.

Zenco makes every effort to comply with all payment processing rules and regulations. If you believe you have been charged a convenience fee in error, please contact the Property Management Company to whom your payment is submitted or contact Zenco at (325) 455-8830.

Zenco reserves the right to cancel Payor's transaction processing account at any time for any reason. Your Payee may also decline/refuse any and all payments at any time and for any reason at which time Zenco will return the payment amount entered into the payment gateway, minus convenience fees paid, in an appropriate and reasonable time frame.

For Payors that believe a transaction was made improperly, Zenco in its sole discretion, may void, issue a credit or rescind any transaction made through Payment Gateway prior to remittance of such payment to your Payee. Payment disputes arising after payment has been settled to your Payee are between Payee and Payor alone.

Both Payor and Payee mutually reserve the right to cancel, reverse or halt any and all checking or savings account or credit card transactions that have been cleared through the Payment Gateway.

If any provision in this agreement is invalid, such invalidity shall not affect the validity of the remaining provisions of this agreement and Payor and Zenco agree to substitute for the invalid provision, provisions which closely approximate the effect and intent of the invalid provision.

The website, services and programs are subject to protection under the copyright, patent and trademark laws of the United State of America and other countries. You may not remove any of the copyright notices, identifiers or other proprietary labels, or modify, reverse engineer, decompile or disassemble the binary components of this program.

Zenco grants the nonexclusive right to use these services upon agreeing with the terms set forth herein. Zenco is not responsible for any changes made without authorization and consent.

By continuing to process your transaction through the Payment Gateway you are agreeing to all terms and conditions set forth in this agreement.