



# CashAnalyzer<sup>®</sup> Management System

## Master Services Agreement

This Master Services Agreement (“Master Agreement”) sets forth all the terms and conditions under which Dollar Bank, Three Gateway Center, Pittsburgh, PA 15222 (“Bank”) will provide deposit services to any Customer who has opened an account or accounts with Dollar Bank and signed a Dollar Bank CashAnalyzer<sup>®</sup> Management System Sign Up Form.

If you have signed a Dollar Bank CashAnalyzer Sign Up Form then you have agreed to be bound by the terms and conditions set forth in this Agreement.

### 1. Definitions.

- (a) “Bank” shall mean the Bank specified above in this Master Agreement and any Affiliate(s), which may, from time to time, provide Service(s) for the Customer.
- (b) “Banking Day” shall mean any day other than a Saturday, Sunday, or a day on which Bank is authorized or required to close according to applicable law.
- (c) “Rules and Regulations” shall mean the deposit account rules and regulation agreement governing the Customer’s deposit account with the Bank.
- (d) “Services” shall mean any cash management service undertaken by the Bank for the Customer, including, but not limited to the following Services: CashAnalyzer and Business to Business Bill Payment. Services may be provided pursuant to the terms set forth herein or in a separate agreement or rider which has or will be supplied to Customer and other Service Documentation as provided herein.
- (e) “Service Rider(s)” shall mean a written rider attached to and made a part of this Master Agreement, by which Customer agrees to the terms under which Bank shall to provide certain Services to the Customer.
- (f) “Service Instruction(s)” shall mean any instruction or communication by Customer that covers or relates to any of the Services being provided.

**2. Agreement.** Bank shall provide Services to the Customer subject to the terms and conditions set forth in this Master Agreement and in any applicable Service Riders. Any applicable Service Rider shall be incorporated into and shall be a part of this Agreement; provided, however, that if there is any conflict between the terms of any Service Rider and this Master Agreement, the terms of the Service Rider shall be controlling. Customer also agrees to be bound by Bank’s Rules and Regulations applicable to deposit accounts, including any amendments which may be made from time to time at the Bank’s discretion or as required by applicable law.

**3. Service Documentation.** Certain Services require documentation setting forth detailed procedures and forms for use and implementation, which, if applicable, Bank will supply to Customer prior to the Customer’s commencement of such Services (“Documentation”). Customer will execute and deliver to Bank such service Documentation, as Bank deems necessary. Bank will, in its sole discretion, determine the adequacy of such service Documentation and any Service Instruction, and may refuse to provide the Service(s) until acceptable Documentation and/or Service Instructions are received by Bank. Customer agrees promptly to notify Bank of any changes to any information presented in the account Documentation.

**4. Customer’s Records and Media.** Prior to the implementation of the Service(s) Customer agrees to provide to Bank all records and data processing media necessary to perform the Service(s). The records will be legible, correct, complete and in the format specified in the Service Rider(s) and related Documentation. Checks will be MICR encoded according to the Bank’s specification. Bank will, in its sole discretion, determine the adequacy of the information and the format in which it is submitted, and may refuse to provide the Service(s) until such information and/or format is deemed satisfactory. In addition, the Bank’s performance under this Agreement is subject to the Bank’s receiving timely, accurate and complete data for each Service Instruction, in form and on media specified by the Bank. If Customer does not meet any of these requirements, the Bank shall:

- a. no longer be bound to deliver any Service set forth in the applicable Service Rider(s), and
- b. be authorized to deliver as complete and finished whatever portion of the Service(s) that can be performed with the data available.

- 5. Information and Property Provided in Connection with Performance of Service(s).** All specifications, tapes, codes or other media, programs and procedures owned by the Bank and used in connection with the performance of the Service(s), will be and remain the sole property of the Bank and will not be modified or altered in any way, assigned or transferred, or used for any other purpose by the Customer. The Customer shall comply with the terms of all license and copyright notice requirements. Customer understands that by using certain Services, including, but not limited to CashAnalyzer, information about the Customer's accounts and transactions will be transmitted over the Internet. Customer agrees that Bank will have no liability to Customer if an unauthorized third party obtains information about Customer's accounts or transactions off the Internet despite reasonable precautions Bank has taken to maintain the confidentiality of such information.
- 6. Customer's Duty to Inspect and Report.** Bank shall supply Customer with periodic statements and notices and, as applicable, transaction confirmations for the Service(s) Customer uses. Customer must inspect all such statements, notices, confirmations and similar information pertaining to the Service(s) performed and, if there is a discrepancy, unauthorized transaction or error ("Error") in any such material, notify the Bank (i) within fourteen (14) days after receipt of a statement, notice, confirmation or similar information containing or reflecting the Error, (ii) by the next Banking day after receipt of a transaction confirmation containing or reporting the Error, or (iii) in any case where NACHA (as that term is defined in the ACH Rider if one is executed in connection with this Agreement) rules apply, within twenty-four (24) hours after receipt of a statement, notice, confirmation or similar information containing or reflecting the Error. Except to the extent required by law, failure to notify the Bank of errors within the aforementioned time periods will relieve the Bank of any and all liability for any losses resulting from Customer's failure timely to report the Error.
- 7. Limitation of Liability; Disclaimer of Warranties.** Except to the extent required by law, the Bank's duties and liabilities will be limited to those set forth herein. The Bank's liability shall be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of the Bank's willful misconduct or gross negligence. The liability of the Bank in all these instances shall not exceed the recovery of funds erroneously processed or not processed. The Bank shall not be liable for damages caused by any act or omission of any third party, whether or not such party was chosen by the Bank, or for any charges imposed by any third party. In no event shall the Bank (or any party with whom Bank may be claimed to be jointly liable) be liable for any indirect, special, incidental, punitive or consequential loss or damage of any kind, including, but not limited to, lost profits (whether or not the Bank has been advised of the possibility of such loss or damage), and also including, but not limited to, such losses or damage arising from subsequent dishonor or rejection of any transaction (including, without limitation, dishonor of checks or other items). The Bank shall be relieved of liability where the Bank performs any Service in accordance with any Service Instruction(s) or Service Rider(s), and the Bank may rely on the accuracy of any information set forth in any Service Instruction(s) or Service Rider(s). Customer agrees that to the extent that Bank's exercise of ordinary care may be an issue with respect to any claim, substantial compliance by Bank with Bank's standard procedures for providing a Service shall be deemed to constitute an exercise of ordinary care.

Except for willful misconduct, Bank shall not be liable to Customer, its employees, officers, directors or agents for any losses, fees or damages incurred by Customer resulting from (a) Bank's failure or refusal to process any Service Instruction that is contrary to applicable laws, rules or regulations, incomplete, ambiguous or that is not in conformity with Bank's requirements, (b) Customer's attempt to draw on, transfer or direct payment from uncollected funds or interest, if any, not yet credited to Customer's account, or (c) Bank's failure to process a stop payment, ACH or wire transfer of funds or other request due to equipment failure or malfunction (including, without limitation, failure of communications or computer services or systems), acts or omissions of any third party or any cause beyond the reasonable control of Bank.

**BANK HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ANY OF THE SERVICES BANK MAY PROVIDE HEREUNDER.**

**BANK MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) REGARDING THE SUITABILITY OR COMPATIBILITY OF CUSTOMER'S SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH BANK'S SOFTWARE, EQUIPMENT OR COMMUNICATION DEVICES.**

**NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST BANK UNDER THIS MASTER AGREEMENT.**

- 8. Fees.** Customer shall compensate the Bank for Service(s) in accordance with the Bank's fee schedule and shall be liable for all taxes applicable to the Services. The Bank may amend the fee schedule at any time and will give written notice to Customer of changes in fees for Service(s) then used by Customer. Unless otherwise arranged with Bank, fees shall be considered in Bank's account analysis of Customer's accounts with Bank. Customer shall pay fees for services rendered by retaining sufficient balances with Bank. On demand, Customer will pay to Bank the amount of any fees that are not covered by the balances in the accounts.
- 9. Overdrafts; Funds Transfer; Set-off.** In the event any actions by Customer should result in an overdraft in any of its accounts, Customer is responsible for repaying the overdraft immediately, without notice or demand, together with interest thereon at a rate determined in accordance with Bank's fee schedule in effect from time to time. Nothing in this Master Agreement shall be deemed to constitute a commitment by Bank to extend credit or grant

overdraft privileges to Customer. If Bank credits any account of the Customer with any funds transfer, such credit shall be provisional until Bank receives final credit for the funds transfer through a Federal Reserve Bank or other applicable payment system. If Bank does not receive final settlement or payment Customer must refund to Bank the amount credited for the funds transfer and Bank may charge any account the Customer may have with Bank for such amount. Without limiting the foregoing, Bank has the right, in addition to all other rights and remedies available to it, to set off, without demand or notice, the unpaid balance of any amount owed it in connection with the Service(s) against any debt or deposit owing to the Customer by the Bank or any Affiliate, or property of Customer in Bank's or Affiliate's possession or control.

**10. Financial Condition and Credit Limits.** The Customer agrees to provide financial statements (the quality of which shall be determined by the Bank) for any time period requested by the Bank. The Customer also authorizes the Bank to obtain credit reports on the Customer at any time. In the event Service(s) selected by Customer result in unacceptable credit exposures to the Bank or affect the amount of capital required or expected to be maintained by the Bank under any law, regulation, guideline, or request from any central bank or governmental authority; or if the Customer fails to provide the Bank with any credit, financial or other information the Bank may require from time to time, the Bank may, in its discretion, immediately cancel the Services contemplated herein, or limit Customer's transaction volume or dollar amount.

**11. Security Procedures.** If the Service(s) are subject to security procedures, Customer shall select a security procedure from the options offered by Bank and shall name one or more authorized representatives to initiate transactions and act for Customer with respect to the Service(s). If Bank follows the security procedure Customer has chosen in acting on any Service Instruction which Bank believes to be from Customer, (a) Customer shall be bound by such Service Instruction, whether or not Customer authorized such Service Instruction and whether or not such Service Instruction is suitable or "commercially reasonable" for Customer and (b) Bank shall be entitled to rely without investigation on any such Service Instruction. Customer agrees and understands that the security procedures are intended to confirm the authenticity of Service Instructions and not to detect errors in the content of the Service Instructions and Bank assumes no responsibility for detecting such errors. Bank shall have no responsibility to discover, audit or report to Customer any unauthorized disclosure or use of the security procedure or other breach of security by Customer, its agents, representatives or employees, or any third party, and all losses resulting therefrom shall be borne solely by the Customer. Customer agrees that it shall be solely responsible to assure that such security procedures, as they may be amended from time to time, are followed and kept confidential. If such procedures are violated, Customer agrees to promptly notify Bank of any such breach. Customer acknowledges that safeguarding of user-IDs and passwords is entirely within Customer's control, and that the Bank may rely on any communication or Service Instruction received from the Customer or from any person using a user-ID or password assigned to Customer or one of Customer's authorized users. Customer acknowledges that it has received and reviewed all applicable security options and procedures, has selected its preferred security procedure where applicable, and has determined that such procedures are commercially reasonable and suitable for Customer's particular circumstances.

**12. Indemnification.** The Customer shall defend indemnify and hold the Bank, its officers, directors, agents and employees harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel) which may be incurred by the Bank relating to or arising out of this Master Agreement or any Service Rider(s), or arising out of the fault, misconduct or negligence of Customer, its employees or agents; provided, however, that Bank shall have no right to be indemnified hereunder for losses solely and directly related to its own willful misconduct or gross negligence.

**13. Term.** The term of this Master Agreement shall commence on the date on which Customer's accounts have been activated for use of any Service. Customer's use of the Service will remain in effect unless terminated pursuant to the provisions of this Master Agreement.

In addition to its rights as set forth elsewhere in this Master Agreement, Bank shall have the right to terminate this Master Agreement immediately without notice to Customer upon: (a) violation or breach by Customer, its officers, employees or agents, of any provision of this Master Agreement; (b) the termination of Customer's business for whatever reason; (c) the voluntary or involuntary filing of a bankruptcy petition or similar proceeding under state law with respect to Customer; (d) Customer becoming insolvent or making an assignment for the benefit of creditors; (e) Bank is required to do so by any law, regulation, treaty, guideline or directive; (f) Bank reasonably deems itself insecure with respect to Customer's performance of any of the terms, covenants and conditions contained herein and/or in any Service Rider hereto.

In the event of any breach by Customer under this Master Agreement, Customer agrees to pay, in addition to fees past due, all reasonable expenses incurred by Dollar in enforcing this Master Agreement including, but not limited to, all expenses of any legal proceedings and all reasonable attorneys' fees incurred in connection with such legal proceedings.

Without restricting the foregoing, either party may cancel this Master Agreement upon thirty (30) days written notice to the other party. Termination, for whatever reason, will not affect Customer's responsibility for fees and other charges that accrue prior to termination and this Agreement shall remain in full force and effect as to all transactions taking place under this Agreement prior to the termination date.

In the event of any termination, all fees incurred under this Agreement or any Service Agreement(s) so terminated shall become immediately due and payable.

- 14. Confidentiality.** Customer shall not sell, transfer, publish, disclose, divulge, furnish, display or otherwise make available any portion of any document, program, data base, security codes, personal identification numbers or other information related to the Service(s) and related security procedures (“Confidential Information”) to others. Customer agrees to secure and protect access to the Confidential Information in a manner consistent with maintenance of Bank’s rights therein and take appropriate action by instruction to its employees to satisfy its obligation hereunder. Customer shall use its best efforts to assist Bank in identifying and preventing any unauthorized use of any Service, or any portions thereof. Without limiting the generality of the foregoing, Customer shall advise Bank immediately in the event Customer learns or has reason to believe that any person who has had access to the Confidential Information, or any portion thereof, has violated or intends to violate the terms of this Agreement or any related non-disclosure agreement. Any breach or threatened breach of this Section 14 will cause immediate irreparable injury to Bank and Customer agrees that injunctive relief, including preliminary injunctive relief and specific performance should be awarded as appropriate to remedy any such breach without limiting Bank’s right to other remedies available in the case of such a breach. Customer will, at its sole expense, cooperate with Bank in seeking injunctive or other equitable relief in the name of Bank or Customer against any third person. Customer agrees to maintain the confidentiality of any information regarding the non-public business affairs, property, method of operation, or other information relating to Bank, obtained by Customer during, prior or subsequent to the term of this Agreement. Customer agrees that Bank owns all proprietary rights in all Confidential Information.
- 15. Force Majeure.** The Bank shall bear no responsibility for non-performance of one or more Service(s) caused by an event beyond its reasonable control, such as: fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents the Bank from operating normally.
- 16. Severability.** If any provision of this Master Agreement or any Service Rider(s) shall be determined by a court of competent jurisdiction to be unenforceable, that provision shall be interpreted so as to achieve, as much as possible, the purposes intended by the original provision, and the remaining provisions of the Service Rider(s) and this Master Agreement shall continue intact.
- 17. Governing Law.** The Service Rider(s) and this Master Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Both parties agree that the sole jurisdiction and venue for any litigation arising out of this Master Agreement shall be an appropriate federal or state court located in Allegheny County, Pennsylvania.
- 18. Complete Agreement.** The parties agree that the Service Rider(s) and this Master Agreement constitute the complete and exclusive expression of the terms of this agreement between the parties regarding the Service(s) and the matters covered hereunder.
- 19. Independent Contractor.** Customer agrees that in performing the Service(s) hereunder, the Bank will be acting as an independent contractor and not as an employer, employee, partner, or agent of Customer.
- 20. Amendments.** The Bank may amend this Master Agreement and any Service Rider(s) at any time by written notice to Customer.
- 21. Assignment.** This Master Agreement is binding upon and shall inure to the benefit of the Customer and Bank and their respective successors and assigns. This Master Agreement and Service Rider(s) shall not be assigned or otherwise transferred by the Customer without the prior written consent of the Bank.
- 22. Authorization.** Customer warrants and represents on the date hereof and on any date any Service is performed, (a) that Customer is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (b) that there are no provisions of any law, or any Certificate of Incorporation or By-Laws, or any agreement of any kind, nature or description binding upon Customer which prohibits Customer from entering into or performing under this Master Agreement and Service Rider(s); (c) that Customer’s execution and performance of this Master Agreement and Service Rider(s) has been duly authorized; and (d) that this Master Agreement and Service Agreement(s) is a binding obligation of Customer.
- 23. Waiver.** Failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not deprive the forbearing party of the right thereafter to insist on strict adherence to that term or any other term in this Agreement. Any waiver of a breach shall not be construed as a waiver of any subsequent breach, whether or not similar.
- 24. Notices.** All notices required to be given hereunder or under any Service Rider(s) shall be effective when received if hand delivered or sent by telegraph or fax, or when deposited in the United States Mail, first class postage prepaid, and addressed (i) to the Bank at Three Gateway Center, Pittsburgh, PA 15222, Attn: Corporate Services, (ii) to Customer at the address specified in the Dollar Bank CashAnalyzer Sign Up Form, or (iii) or to such other address as either party shall have specified in writing to the other.
- 25. Limitation of Action.** No action, regardless of form, arising out of this Master Agreement may be brought by either party more than two (2) years from the date the cause of action arose, with the exception of Bank’s rights in the copyrighted, patented or trademarked property.

- 26. Survival.** All provisions of this Agreement and any Service Rider hereto relating to confidentiality, non-disclosure, indemnity and fees and charges shall survive the termination or expiration of this Agreement and any such Service Rider.
- 27. Waiver of Jury Trial.** BOTH THE CUSTOMER AND THE BANK HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER THE CUSTOMER OR BANK AGAINST THE OTHER.
- 28. Additional Terms and Conditions.** It is agreed that all transactions will be performed in a manner consistent with any Service Instruction(s), and shall be subject to the existing Rules and Regulations of the Bank as well as any amendments thereto hereafter made.

## **CashAnalyzer Rider**

1. Bank offers a computerized cash management system, "CashAnalyzer", that will enable Customer to electronically access Customer's accounts, transfer funds among Customer's accounts and perform other activities. CashAnalyzer is owned by Bank. Customer has no claim of title to CashAnalyzer.
2. Customer shall only access CashAnalyzer for its own intended business use and shall only access information pertaining to Customer's accounts with Bank of the number and type set forth on this form. If Customer desires to access CashAnalyzer to wire funds or perform any Automated Clearing House ("ACH") transaction, Customer shall execute the applicable Wire Transfer or ACH Services Agreement.
3. Customer may transfer funds between Customer's accounts subject to the limitations and terms set forth in the deposit agreement, other agreements for such accounts if any, (these agreements are incorporated herein by reference), and the limitations of CashAnalyzer.
4. Customer may utilize Bank's CashAnalyzer to transfer funds from Customer's deposit account(s) held with Bank to Bank for credit to Customer's loan account(s) with Bank by submitting through the CashAnalyzer the i) account number of the deposit account(s) to be debited, ii) the amount to be debited from such deposit account(s), iii) the loan and/or note number of the loan account(s) to be credited. All requests shall be made prior to 7:00 pm ET for same day credit; all requests received after 7:00 pm ET will be processed on the next business day of the Bank.
5. CashAnalyzer is only to be used by Customer. Customer's users must employ an access code which will be initially issued by Bank and must immediately be modified by Customer's authorized users upon initial use of CashAnalyzer and thereafter as directed by Bank. If Customer knows or believes that unauthorized access to the CashAnalyzer is, has or will occur, it shall be Customer's duty to notify Dollar immediately and such notice shall not be deemed to have been received by Bank unless and until Bank acknowledges such receipt. It is expressly understood by Customer that Dollar cannot assist in the prevention of unauthorized access until so notified. Customer shall have a continuing duty to protect and safeguard CashAnalyzer, and Customer will be liable to Dollar for any loss, cost, expense or damage resulting from Customer's failure to do so and/or negligence in doing so.
6. a. Customer may utilize CashAnalyzer to place and remove electronic stop payments on checks and pre-authorized paper drafts (collectively, the "Items") until further written notice to Bank as herein provided. Customer understands and agrees that it is Customer's sole responsibility to determine if the Items have been paid prior to accessing CashAnalyzer for purposes of placing, removing or renewing a stop payment request. Once a stop payment request is received by Bank through CashAnalyzer, Customer will have irrevocably requested that Bank honor such stop payment request and such stop payment request will be considered confirmed and binding as if in writing as to its content and authorization once Bank has had a reasonable opportunity to act thereon.  
  
b. In order for Bank to act upon Customer's stop payment request, Customer must provide Bank with all of the following information:  
  

<b>A) <u>Checks</u></b> i) check amount ii) check number iii) check date iv) payee v) account number	<b>B) <u>Pre-Authorized Paper Drafts</u></b> i) amount ii) scheduled date of draft iii) payee iv) whether the stop relates to a specific payment or all future payments v) account number
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c. Customer recognizes that Bank cannot process a stop payment request unless Bank is supplied with all of the required information and such information is accurate in all respects. Even slight variations are unacceptable. The accuracy and completeness of the required information for purposes of a stop payment request are the sole responsibility of Customer and Customer shall exclusively bear all risks attendant thereto. The stop payment request must

be received by Bank within a reasonable amount of time for Bank to act thereon. A stop payment request will remain in effect for one year from the date the stop payment request is honored by Bank and can be renewed in successive one year intervals either in writing or by subsequent access to CashAnalyzer provided the most recent stop payment request is still effective. If Customer is no longer utilizing CashAnalyzer, or is otherwise not a customer of Bank, at the expiration of any 180 day period, then Customer may only renew the stop payment request in a separate writing to Bank, provided the most recent stop payment request is still effective. Bank shall not be liable to Customer or its payees (and their respective heirs, legal representatives, successors and/or assigns) if Items are honored or other form of payment is made before Bank can process the stop payment request completely or if any required information is incomplete, inaccurate, input incorrectly or in error.

## Electronic Business to Business Bill Payments Rider

This Electronic Business to Business Bill Payments Rider (the "Bill Payments Rider") sets forth all the terms and conditions under which Dollar Bank, Three Gateway Center, Pittsburgh, PA 15222 ("Bank") will provide electronic business bill payment services to any Customer who has opened an account or accounts with Dollar Bank, signed a Dollar Bank CashAnalyzer Management System Sign Up Form and checked the appropriate box on said Form.

If you have signed a Dollar Bank CashAnalyzer Management System Sign Up Form and checked the Electronic Business to Business Bill Payment box, then you have agreed to be bound by the terms and conditions set forth in this Rider.

**1) Incorporation by Reference.** Dollar and Customer acknowledge and agree that a certain Master Services Agreement, all exhibits and schedules thereto and all documents referenced therein, including, but not limited to the CashAnalyzer Rider (collectively the "Agreement") between the parties hereto is an integral part of this Bill Payments Rider and the Agreement is incorporated by reference as if fully set forth herein. Customer further acknowledges and agrees that this Bill Payments Rider does not exist independent of the Agreement and this Bill Payments Rider shall be interpreted as supplementing the covenants, terms and conditions of the Agreement, as each may be amended from time to time in accordance with their respective terms.

**2) Bill Payments.** Customer is hereby granted the use of the CashAnalyzer for purposes of paying Customer's business debts electronically. Customer may initiate instructions for bill payments to Dollar via the CashAnalyzer from time to time as and when Customer may desire subject to the terms of this Bill Payments Rider and the Agreement. All such transmissions by Customer are referred to herein as "Bill Payments".

Customer acknowledges and agrees that it may not pay (or permit to be paid) non-business debts through use of this service and that this service cannot be used to pay or process Customer's payroll. This service is limited to Bill Payments to Merchants (as hereinafter defined) of Customer. Customer agrees that it will not pay, attempt to pay or suffer or permit payment (i) to any Merchants or (ii) of any debts, not expressly permitted herein and that it shall so inform the Users (as hereinafter defined). Should Customer or any of the Users breach (or attempt to breach) the terms of this provision, Dollar shall have the immediate right to terminate Customer's use of the CashAnalyzer and/or this Bill Payments module.

**3) Additional Terms.** Customer's Bill Payments shall be governed by the following additional terms, in addition to those terms and procedures contained in the Agreement and/or otherwise applicable to use of the CashAnalyzer:

**A) Definitions:** "Deposit Account" as used herein shall mean a checking, or savings account held at Dollar for which Customer has authorized, from time to time, that it be debited for purposes of making Bill Payments. Customer's authorization shall be contained on the Dollar Bank CashAnalyzer Management System Sign Up Form and such other forms or medium as Dollar shall from time to time require;

"Merchant" shall mean any business, company, entity or third party designated by Customer and permitted by Dollar as a payee for Bill Payments and includes Dollar when Customer makes Bill Payments to Dollar.

"Collected or available funds" or "collected or available balance" shall mean only those moneys which Dollar can invest and which are not otherwise subject to any account hold(s).

**B) Authorization:** Customer hereby authorizes Dollar to initiate Bill Payments from any Deposit Account from time to time maintained by Customer with Dollar. Customer grants permission to those agents or employees identified on the Dollar Bank CashAnalyzer Management System Sign Up Form (which is incorporated herein by reference and which may be amended upon written agreement of the parties from time to time) to access Dollar's CashAnalyzer and initiate Bill Payments. Dollar reserves the right to limit the types of deposit accounts, which are available for Bill Payments. To ensure that Bill Payments are received promptly, Customer agrees to originate them via the CashAnalyzer and to fund the Deposit Account from which Bill Payments are to be made at least 5 business days before the Effective Date (as hereinafter defined).

- C) Merchant Authorization:** Customer must designate via the CashAnalyzer Merchants to which it wishes to make Bill Payments. Customer shall supply Dollar with account numbers or other information that may be needed so that Bill Payments may be properly transmitted and processed by Dollar and credited by the Merchant. If any account numbers or other information changes or if additions or deletions to designated Merchants are necessary, Dollar requires notice of such changes not less than 7 business days in advance of the date of change. All of such changes shall be submitted to Dollar in accordance with the procedures provided in the Agreement. Dollar reserves the right to refuse to allow the designation of any particular Merchant or class of Merchants, in its sole discretion.
- D) Additional Instructions:** Dollar may, from time to time, supply Customer with instructions separate from this Bill Payments Rider and/or the Agreement. Such instructions may be delivered either in writing or may be included, as applicable, as part of the CashAnalyzer. Customer agrees to comply with all such instructions.
- E) Transaction Limitations:** Dollar reserves the right to decline, from time to time, to process Customer's request for Bill Payments (1) if Customer does not have sufficient available funds in the applicable Deposit Account from which a Bill Payment is requested to be funded, (2) if Customer breaches any of the terms of this Bill Payments Rider or the Agreement or Dollar reasonably believes that such a breach will occur, or (3) in accordance with the terms of the Agreement. For security reasons, Dollar may limit the number, amount or timing of Bill Payments which it will process in accordance with Customer's instructions. Dollar may also implement limits on amounts that may be transferred to any Merchant over a specified period of time. Certain transfer restrictions for certain types of Deposit Accounts may apply to Bill Payments. Dollar also reserves the right to establish minimum and maximum amounts of each Bill Payment or to discontinue or cancel any recurring Bill Payments.
- F) When Bill Payments Are Made:** Dollar will attempt to withdraw Bill Payments from the designated Deposit Account on the date requested, or as promptly thereafter as possible (the "Effective Date"). Dollar shall not be required to process or attempt to process Bill Payments more than once on the Effective Date and Customer must maintain sufficient collected or available funds in the Deposit Account to fund Bill Payments as of the day before the Effective Date. Any new authorization or changes and all previous authorizations (including those which are recurring) for Bill Payments will remain in effect until: (1) Customer and Dollar agree in writing to any changes, (2) the collected or available balance in the designated Deposit Account on the Effective Date is insufficient to fund any Bill Payment, or (3) the designated Deposit Account is closed. If the collected or available balance in the designated Deposit Account is insufficient to fund any Bill Payment (whether due to account closure or otherwise), a service charge may be assessed and Dollar shall have no further obligation with respect to processing such Bill Payment.
- G) Stopping or Changing Bill Payments:** In order to stop or change a Bill Payment (whether recurring or otherwise), Customer must notify Dollar via the CashAnalyzer in accordance with the terms of the Agreement and Dollar must receive such notice at least one business day before the Effective Date.
- H) Unpaid Merchant:** In the event Customer is notified by any Merchant that a Bill Payment was not completed or remains unpaid (in whole or in part), Customer shall promptly notify Dollar. Customer acknowledges that (i) Dollar cannot assist in preventing loss to Customer and in addressing errors without Customer's assistance and (ii) Customer must promptly and consistently verify its Bill Payments activity.
- I) When Notice is Received:** Any notice required or permitted by this Bill Payments Rider shall be deemed received by Dollar when it acknowledges receipt via the CashAnalyzer and it has had a reasonable opportunity to act thereon or respond thereto. Any notice required or permitted by this Bill Payments Rider shall be deemed received by Customer upon the earlier of transmission to Customer (a) via the CashAnalyzer, System, (b) via facsimile, or (c) 3 days after mailing via regular U.S. Mail, postage prepaid, to Customer at the address for Customer from time to time reflected in Dollar's records. This subclause shall control over any inconsistent provision contained in the Agreement, to the extent of any inconsistency.
- 4) Non-liability, Remedies and Risk of Loss.** Dollar shall not be liable to Customer, its officers, agents, directors, employees, independent contractors, subcontractors, successors and/or permitted assigns (individually and collectively herein the "Users") due to (i) errors, inaccuracies or omissions created or suffered by Users or former agents or employees of Users, or (ii) breach of this Bill Payments Rider and/or the Agreement on the part of Users or former agents or employees of Users. Customer acknowledges and agrees that its use of the CashAnalyzer for Bill Payments is not risk free and Customer understands fully all risks attendant thereto. Customer shall bear all risks attributable to or resulting directly or indirectly from use of the CashAnalyzer, for the transmission of Bill Payments, excepting therefrom only fraud or willful or wanton misconduct on the part of Dollar.