

**Last Revised: March 21, 2017. The most current version of this TERMS AND CONDITIONS may be viewed at any time on the PayThankYou website.**

## **NOTICE**

This Terms and Conditions Agreement (this "Agreement") is entered into by and between PayThankYou LLC, a Missouri limited liability company ("PTY") and you, and is made effective as of the date of your use of this website ("Site") or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the services accessed through this Site (individually and collectively, the "Services"), and is in addition to (not in lieu of) any specific terms and conditions that apply to the particular Services.

Whether you are simply browsing or using this Site, your use of this Site and your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with all policies and applicable agreements.

## **Agreements**

Please read these terms and conditions carefully. By accessing any PayThankYou web page, or mobile application, you agree to be bound by the terms and conditions below. You also agree to be bound by the applicable legal agreements, including without limitation the PTY Privacy Policy, and any applicable ProPay Agreement or Policy. These terms of service are a contract between you and PTY, and governs your use of all PTY Web Services. If you do not agree to these terms, do not access any PTY Web Services.

The terms, "supporter" and "supporters", shall refer to anyone, or any entity, making a payment or donation utilizing the PayThankYou platform."

## **Agreement to use PayThankYou and ProPay Services: Terms and Conditions**

I understand PayThankYou, (hereinafter, "PTY") is a service provider and ProPay will be our credit card processor. I understand PTY sends our account setup information to ProPay. If our account is approved by ProPay, ProPay will send me an email with my username and temporary password, and that I will need to update my password through <http://www.propay.com>. I understand our account will still need to be approved by PTY. I understand if our account is not approved by PTY, it is my responsibility to contact ProPay to close our account with ProPay, if we choose to close the account. I further understand I will need to request a refund of my \$5 ProPay annual fee from ProPay and that PTY cannot assist me in such request. I further understand we will be provided a preset \$10,000 monthly credit card transaction volume, and if we need a larger monthly volume, it is my responsibility to contact ProPay if they do not contact me within 5 business days.

I understand there is no cost to use PTY services. I understand ProPay imposes the following fees and that ProPay will automatically deduct from our ProPay account the refund transaction fee, \$.10 (ten cents); transfer to bank fee, \$.10 (ten cents); and chargeback fee, \$25, if such fee occurs. I also understand ProPay charges our organization a \$5 annual fee for each year we use the service.

You authorize ProPay with respect to the PTY services to act as your agent for the limited purposes of holding, receiving, and disbursing funds on your behalf. Your authorization permits ProPay to generate an electronic funds transfer to process each payment transaction. This authorization will continue until your ProPay account is closed or terminated. You agree that ProPay's receipt of transaction proceeds satisfies your customers' obligations to you. ProPay will remit to you funds actually received by ProPay on your behalf, less amounts owed to ProPay, subject to any chargebacks or reserve withheld or applied as per this agreement.

I understand that PTY does not and cannot verify some of the information I provide during registration, such as SSN, bank account numbers, and credit card information. I further agree that PTY has no responsibility and takes no responsibility for any information I provide that is inaccurate or in error. I understand information I provide such as SSN, bank account numbers and credit card information is encrypted and passed through to ProPay, and PTY does not see or store any of this information. I further agree it is my responsibility to verify all our information with ProPay once I am given a ProPay account. I understand I can verify our information by logging in to our ProPay account, clicking on "My Account", then "My Profile" and clicking on appropriate links.

Reports provided by PTY are for your assistance in money collection during a fundraising event, membership dues collection, or similar activity. The intent of the report provided to you through the PTY site is to make this process easier. I understand that this report does not and cannot include all the activity that is processed through our ProPay account. I understand and further agree that our ProPay reports are the definitive reports when it comes to our transactions and funds available. I understand PTY's reports do not contain any information in regards to refunds, credits, chargebacks (if any), transactions not made through the PTY website, or ProPay fees.

During the payment process, supporters using the PayThankYou service will see a separate line on the payment screen that shows the Service Fee. I understand this service fee is paid by our supporters and that a portion of this Service Fee is paid to PTY from ProPay, and our organization will receive the payment balance through ProPay. PTY reserves the right to raise or lower this service fee, with or without notification, as PTY determines necessary. I understand payments to our organization will be made to our account according to the terms established by ProPay. I further understand the Service Fee is not refundable, even if the payment to which it relates is cancelled, refunded, credited or charged back.

I affirm that I am duly authorized by my organization to make this binding agreement on behalf of my organization and agree if my title or authority changes in regards to our organization, I will have my successor update account information through the PTY and ProPay websites. If my successor makes changes to our account either through ProPay, PTY or both, my successor acknowledges our organization will continue using PTY's services and acknowledges our organization remains bound to this agreement, PayThankYou's [Privacy Policy](#), and ProPay's [Terms of Use](#).

I understand our organization is responsible for the collection and payment of any sales or use tax due to state, local, or city government for any funds received by our organization through the PTY platform,

if such tax is to be collected and paid. I further understand that PTY and ProPay have no legal or other obligation for collection or payment of such taxes on our behalf.

I understand information we receive from PTY and ProPay may be considered personally identifiable information (PII) and we will keep this information secure. I further agree that I and our organization will not sell, lease, or rent any information provided to us by PTY or ProPay to any person or organization. We further agree not to share any information with any individual or organization unless it is to perform duties within the constraints and nature of this service and our fundraising activity.

I agree to keep our organization account and login information private, and shall only reveal the username and password and information contained within reports provided to us by PTY or ProPay to those within our organization legally entitled to view it. Our organization understands it is our obligation to keep this information private and safe. WE AGREE TO HOLD PTY AND PROPAY HARMLESS FOR ANY BREACH OF CONFIDENTIALITY OF INFORMATION CAUSED ON OUR BEHALF.

I further understand all information provided to PTY in this application may or will be provided to ProPay to verify and set up our account. I authorize ProPay to share with PTY information relating to our account, including but not limited to transaction details and business or personal information if such information is needed to perform the services provided by PayThankYou and ProPay.

I agree my organization or I will not infringe PTY's copyright, patent, trademark, trade secrets or other intellectual property rights, or rights of publicity or privacy. I acknowledge that all rights, title and interest to PTY's software are owned by PTY. I agree that my organization or I will not disclose to any other party or entity any proprietary information revealed to my organization during the use of the PTY platform. I acknowledge we may not transfer or assign any rights or obligations we have under this agreement without PTY's prior written consent. PTY may transfer or assign this user agreement or any right or obligation under this user agreement at any time.

Our organization UNDERSTANDS THERE IS ALWAYS A RISK OF PROVIDING INFORMATION OVER THE INTERNET AND HOLD PTY HARMLESS FOR ANY DAMAGE THAT COULD OCCUR IF INFORMATION IS LOST OR STOLEN. I understand that PTY does not store credit card numbers, Social Security Numbers, or bank information, and that this information is stored and secured by ProPay. ProPay meets all PCI DSS compliance requirements. I understand our organization will not receive or have access to our supporters' credit card information. I agree to keep all private information provided by our organization to PTY and ProPay secure, as well as any private information provided to us by PTY and ProPay.

I further understand our organization will be liable for and indemnify, defend, and hold harmless PTY and their respective employees, officers, directors, and agents against all claims, including claims made by third parties such as, but not limited to, our supporters for losses, damages, liabilities or expenses arising out of this Agreement and for all reasonable attorneys' fees and other costs and expenses paid or incurred by PayThankYou in the enforcement of the Agreement, including those resulting from any transactions processed under the Agreement or any breach by our organization of the Agreement.

In no event will PTY have any liability to you, your organization, or any third party for any lost opportunity or profits, injury to any relationship, incidental, consequential, punitive or special damage, under any cause of action or theory of liability (including negligence), whether or not PTY has been advised of the possibility of such damage. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy. PTY assumes no liability or responsibility for any errors or omissions in the content contained on this site.

THE SERVICES ARE PROVIDED "AS IS." WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND NOTHING CONTAINED IN THIS AGREEMENT WILL CONSTITUTE SUCH A WARRANTY. WE DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTIES OF TITLE AND/OR NONINFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO THE PERFORMANCE OR ANY RESULTS THAT MAY BE OBTAINED BY THE USE OF THE SERVICES.

EACH PARTY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

I understand we may cancel PTY services at any time without penalty. I further understand cancelling PTY services does not cancel our ProPay account, and I must cancel the ProPay account separately, and I must do so according to the terms set by ProPay.

This Agreement and the Policies referenced and incorporated in this Agreement may be amended, modified, or revised at any time. While we may notify you as the Agreement is modified, it is your sole responsibility to review and maintain familiarity with the Agreement, including any changes that may be made to the document, from time to time thereto, and you are bound by any changes. The amendments to this Agreement will become effective and binding upon you immediately and contemporaneously as the amendments are published to our website ([www.paythankyou.com](http://www.paythankyou.com)). In the event you do not agree to the aforementioned amendments and do not wish to be bound by the terms and conditions thereto, you shall provide written notice to us by submitting to PayThankYou Support Service at [support@paythankyou.com](mailto:support@paythankyou.com) providing your name, your current email address on file with us, and a statement that you do not agree to the new terms. If you do not agree to the terms of the amendment, your account will be terminated and closed. Notwithstanding the foregoing, changes to fees authorized by this Agreement will be effective upon the giving of notice to you and any fee increase, change in Rules, or other requirement imposed by Associations may be passed on to you and will be effective upon the giving of notice to you.

Notwithstanding anything in this Agreement to the contrary, any claim or dispute under this Agreement ("Dispute") shall be resolved exclusively in the Circuit Court of Clay County, Missouri and both parties hereto voluntarily waive their right to a trial by jury. For the purposes of this paragraph, "Dispute" means any dispute, controversy, or claim arising out of or relating to this Agreement, negotiations leading to the Agreement, its interpretation, any act of any party related to the Agreement, or the breach, termination, applicability, or validity thereof.

This Agreement, including, ProPay's [Terms of Use](#), PayThankYou's [Privacy Policy](#), the completed Application, and any amendment or supplement to this Agreement or other referenced agreements, all of which are incorporated into this Agreement, constitutes the entire agreement between the parties, and all prior or other agreements or representations, written or oral, are superseded by this Agreement.

This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, except where Federal law is applicable. YOU AGREE THAT ALL PERFORMANCES AND TRANSACTIONS UNDER THIS AGREEMENT WILL BE DEEMED TO HAVE OCCURRED IN MISSOURI AND THAT YOUR ENTRY INTO AND PERFORMANCE OF THIS AGREEMENT WILL BE DEEMED TO BE THE TRANSACTION OF BUSINESS WITHIN THE STATE OF MISSOURI.

If any provision of this Agreement is held invalid, illegal, void, or unenforceable by reason of any judicial decision, all other provisions of this Agreement shall nevertheless remain in full force and effect. No course of dealing, delay, or failure to enforce any provision or exercise any right under this Agreement by us shall be construed as a waiver or estoppel of such provision or right, nor shall it amend this Agreement or affect the validity of this Agreement or curtail our ability to enforce such provision or exercise such right in the future. All waivers must be in writing and signed by us.

Both parties shall be deemed independent contractors and not considered an agent, joint venturer, or partner of the other.

Your electronic signature, including, without limitation clicking "Submit My Application" or "Register" or an action of similar meaning or significance, shall be the legal equivalent of your manual signature. By accepting these "Terms and Conditions", you agree to the terms of this agreement, PayThankYou's Privacy Policy, agree to ProPay's Terms of Use, and authorize your organization to use PTY services. You understand after accepting these terms that PTY and ProPay will need to approve your account. You understand PTY and ProPay reserve the right to refuse their services to any organization. You further understand PTY and ProPay can terminate this agreement and relationship with your organization if any of the terms of service are violated or if any fraud or misuse or misrepresentation of the services is made by you or upon your behalf.

By accepting these "Terms and Conditions", you further represent and warrant: (1) that all information in the Application or any other document submitted to us is correct and complete; (2) that you are at least 18 years of age; (3) that you have the authority to execute and perform the terms and conditions of this Agreement, and (4) you are authorized to execute any documents and to take any action which may be required by us now or in the future.