

Review Date: November 2024



Welcome to the secure invoice payment technology service provided by Valemti ("Valemti", "we" or "us"). We are a company that uses the services of Paypal and Stripe to receive payment. If you use our service to make this and any future payment, you agree to these terms and conditions. Please read them carefully. You should retain an electronic or printed copy of these terms.

**REFUND POLICY:** Under normal circumstances, there are no refunds of payments and if there were, they will be made 30 days after receiving the product at our facilities in good condition, in its original packaging and having reached a final conclusion on the reason for the return (due to defects only).

**PRIVACY POLICY:** Your information is secure and will be used for the purpose of processing payment transactions and as provided in our Privacy Notice.

**OTHER PAYMENT OPTIONS:** You understand that there are other ways to pay your bill, such as by mail or in some cases in person, that may be less expensive than our service and that your use of our service is voluntary and offered as a convenience to you.

**NO COLLECTION ACTIVITIES BY VALEMTI:** You represent that your payment is not in response to any debt collection activities started by Valemti. If you think that we have conducted debt collection activities concerning your account, you agree to discontinue your payment transaction through us immediately.

**TEXT AND PRE-RECORDED MESSAGES:** By agreeing to these terms, you consent that Valemti and your biller may call or text you, including but not limited to, at any number you provide to Valemti or your biller, for any purpose, including to provide information relating to your account with and services provided by your biller. You consent that Valemti or your biller may place these calls or texts using, among other methods, an automatic telephone dialing system or an artificial or prerecorded voice. Message and data rates may apply. You agree that to withdraw your consent for these messages, you must notify your biller at the number your biller provides for customer service ("Customer Service Number") for specific instructions depending on your situation. If you withdraw your consent, you may not be able to use certain payment channels or services.

**AUTHORIZATION:** For ACH payments, by clicking the designated button to complete a payment, or otherwise authorizing a payment, you authorize Valemti to initiate a one-time or recurring ACH debit to the bank account, debit card, or credit card you indicated in the amount of the "Payment Amount" (charged directly by the billing company). If a "Service Fee" is indicated, you are also authorizing a one-time ACH debit in that amount charged by Valemti for use of its technology platform. You understand that because this is an electronic transaction, these funds may be withdrawn from your bank account as soon as today, unless you have specified a later date.

# VALEMTI

Privacy Policy

## CONTACTO

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SITIO WEB:  
[www.valemti.com](http://www.valemti.com)

CORREO ELECTRÓNICO:  
[info@valemti.com](mailto:info@valemti.com)

If you have specified a later date for your ACH payment and would like to cancel your payment (up to 24 hours before), you may do so by writing to [info@valemti.com](mailto:info@valemti.com)

For card payments, by clicking the designated button to complete a payment, or by otherwise authorizing a payment, you agree to pay the amount indicated as the total amount of each payment ("Total Charged Amount") in accordance with the card issuer's agreement governing the card whose details you have provided. All authorizations are subject to the agreements governing your credit or debit card. Card payment transactions will only be completed after receiving successful authorization from your card company for the Total Charged Amount.

In most cases, you will see one line on your card or bank statement: the Total Charged Amount. That amount will include the Service Fee (if one is charged), in the amount that was disclosed to you before you made the payment. In some cases, you may see two lines, one will be for the Payment Amount and the other will be for the Service Fee.

**SAVING PAYMENT INFORMATION:** If you elect to save your payment information for future use, it will be used at your request to make future payments to your biller for as long as this information is retained. If we make any changes to these terms and conditions that affect the use of the saved information, we will post the new terms on our website or provide them to you by email.

**ARBITRATION:** THE FOLLOWING ARBITRATION PROVISIONS APPLY SOLELY TO CLAIMS BETWEEN VALEMTI AND PERSONS IN THE UNITED STATES.

ANY DISPUTE BETWEEN US AND A PERSON (FOR THIS PURPOSE, A HUMAN BEING) ARISING OUT OF OR RELATING TO USE OF OUR SERVICES OR A PAYMENT ("Dispute") WILL BE RESOLVED BY BINDING ARBITRATION. THE ARBITRATOR WILL BE SELECTED BY THE PARTIES OR A COURT IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT UNDER ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES ("Rules"). NO DISPUTE MAY BE BROUGHT ON A CLASS OR OTHER REPRESENTATIVE BASIS AND NEITHER PARTY WILL SEEK TO COORDINATE OR CONSOLIDATE ANY ARBITRATION WITH ANY OTHER PROCEEDING ELSEWHERE. THE ARBITRATOR WILL FOLLOW APPLICABLE SUBSTANTIVE LAW AND HAS NO AUTHORITY TO DEPART FROM THAT LAW. UNLESS PROHIBITED BY LAW, THE ARBITRATOR WILL DECIDE WHAT IS SUBJECT TO ARBITRATION. THIS AGREEMENT IS GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 ET SEQ., AND ANY AWARD SHALL BE FINAL AND BINDING, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THE PARTIES OR A COURT SHALL SELECT ANOTHER ARBITRATOR IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. IF ANY PORTION OF THIS PARAGRAPH IS FOUND TO BE INVALID, THEN THIS REMINDER SHALL STILL SURVIVE EFFECT.

**LIMITATION OF LIABILITY:** You agree that, except as otherwise provided by law, our liability for any delay, non-delivery, underpayment, or failure to pay is limited to the fee paid to aValemti to process your transaction. In no event shall Valemti

be liable for any direct, indirect, incidental, consequential, or punitive damages. You further agree that Valemti shall not be liable for any damages of any kind for failing to process prohibited third party transactions.

**PROHIBITED USE:** Valemti does not accept payments from third-party payers other than those listed above. The Valemti Technology Platform may only be used by Valemti customers. By using the Valemti Technology Platform, you represent and warrant that you ("Payer") are (i) a customer of Valemti; (ii) paying a bill on your own behalf or as an employee or family member of a Payer; and (iii) not using the Valemti Technology Platform or electronic billing and payment services on behalf of a Payer under a claim of agency or other relationship with a third party, or for commercial gain. You agree that any failure to comply with these warranties constitutes a material breach of this Agreement. Valemti reserves the right to reverse any and all payments made by third party agencies, and you agree to: (i) indemnify Valemti for interchange fees, merchant fees, as well as all other costs and fees, including Valemti's internal costs to investigate and compile charges for you, incurred in processing a payment transaction in violation of these terms and conditions, and (ii) indemnify Valemti for all other damages, costs, fees, expenses and attorneys' fees resulting from your breach of this agreement.

**COMPLIANCE WITH LAW:** Each time you make a payment, you represent and warrant that your use of the Valemti Technology Platform will not violate any law, statute or regulation involving money laundering or any other illegal activity. The Valemti Technology Platform, including but not limited to websites, IVR systems, and CSR interfaces, belong to Valemti. All intellectual property contained in those platforms is the property of Valemti. You further agree that you will use the platform solely for payment of a purchase and will not use or introduce into the Valemti Technology Platform any automated program, automated payment paradigm, or device such as a robot, spider, or scraper for any reason, including but not limited to the purpose of paying bills, copying the platform, or otherwise obtaining information about the platform.

**APPLICABLE LAW:** Except to the extent limited or required by federal law, the laws of the State of California, without regard to principles of conflict of laws, will govern the interpretation of these terms and conditions and any claim or dispute between you and Valemti.

**CHANGES TO TERMS AND CONDITIONS:** We may modify these terms and conditions from time to time for a variety of reasons, including to reflect changes to our services, changes in the law, or other business reasons. We will post any changes or revised terms and conditions here, and you should check this page regularly. In most cases, changes will not become effective until at least ten (10) days after they are posted. Exceptions include when new services or functionality are added, or changes are made for legal reasons, which will become effective immediately. You must stop using our service if you do not agree to the new or modified terms.

The following additional terms apply if you use our customer portal or customer service centers to schedule or make payments

By providing us with the requested information and submitting it to us, you authorize us, on behalf of your biller, to issue electronic debits ("eChecks") to your bank or charge your debit or credit card (based on the information you have provided to us) either for a one-time payment or on the schedule you have agreed to when setting up a payment schedule. This gives us the right to present a check to your bank or charge your debit or credit card (each a "Transfer") for payment of your bill and for any service charges (if any), as you have instructed us for a one-time payment or as scheduled. It is your responsibility to have funds available in your account when the eCheck is presented to your financial institution or your debit card is charged.

You may use our platform to pay for your purchases from your checking or savings account, or charge your credit or debit card, in the amounts and on the days or schedule you request (if applicable). If applicable, the maximum payment you may make will be disclosed when you authorize or schedule your payment. Each payment will include the service fee (if one is charged) in the amount disclosed to you before you submit your one-time payment authorization or payment schedule. Any service fee may appear as a separate payment on your bank or card statement. If any payment date falls on a weekend or holiday, that payment may be executed on the next business day. This authorization will remain in effect until you cancel it through the same method by which you authorized a one-time payment or created the schedule, by writing to Customer Service or any manner we provide for that purpose. For a scheduled payment, the cancellation request must be received at least 3 business days before the next scheduled payment date (if any). For a one-time, future-dated payment, the cancellation request must be received at least 24 hours before the scheduled payment date. However, if after canceling the authorization you submit a payment request, you will be deemed to have reinstated this authorization. A "business day" is Monday through Friday, excluding holidays.

#### ADDITIONAL TERMS THAT APPLY ONLY TO ELECTRONIC CHECK OR DEBIT CARD TRANSFERS MADE BY U.S. PERSONS FROM ACCOUNTS USED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES

If you set up scheduled payments (in the case of agreeing to such a deal), you will receive 10 days' written notice from us if a transfer varies in amount from the previous transfer. This notice may be your monthly bill or a separate notice and will include the amount and date of the next transfer, which unless otherwise stated will be the bill due date.

If you order a payment to be stopped 3 business days or more before the scheduled transfer date, which we do not do, you may recover damages directly caused by it.

If we do not complete a transfer from your account on time or in the correct amount according to our agreement with you, we will be liable for any damages caused directly. However, there are some exceptions. We will not be liable, for example:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would exceed the credit limit on your overdraft line.
- (3) If the means you use to access our service was not working properly and you knew about the failure when you initiated the transfer, or it was scheduled to occur.
- (4) If circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- (5) There may be other exceptions set out in our agreement.

Confidentiality is very important to us. We will disclose information about the transfers you make. In addition, we will disclose information to third parties:

- (i) When necessary to complete transfers, or
- (ii) To verify the existence and condition of your account for a third party, such as a credit agency or merchant, or
- (iii) To comply with court or government agency orders, or
- (iv) As provided in our Privacy Policy or your biller's privacy policy; or
- (v) If you give us your written permission.

If you believe your Customer Portal username and password have been lost or stolen, please email Customer Service and change your password immediately. If you report it within 4 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your credentials to authorize a transfer without your permission. If you do NOT tell us within 4 business days after you learn of the loss or theft, and we can prove that we could have stopped someone from authorizing a transfer without your permission if you had told us, you could lose up to \$500.

Also, if your bank statement shows transfers that you did not make or authorize, report it right away. If you do not report it within 90 days after the statement was mailed to you, you may not recover any money you lost after 90 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, the time periods will be extended.

ALL QUESTIONS ABOUT TRANSACTIONS MADE THROUGH OUR SERVICE SHOULD BE DIRECTED TO US, AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE YOUR ACCOUNT. We are responsible for the bill payment service to resolve any errors in transactions made regarding transfers.

Please write to us at Customer Service as soon as possible if you believe that any information about a bill payment through our service that appears on your bank statement, information available through our system, or receipt is incorrect or if you need more information about a bill payment through our system. We must hear from you no later than 5 days after receiving the FIRST bank statement on which the problem or error appeared.

(1) Tell us your name, billing address, phone number, email address, and account number (if applicable).

(2) Describe the error or the transfer you are unsure about and explain as clearly as possible why you think it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you communicate with us orally, we may require that you send your complaint or question in writing (e-mail) within 5 business days of your notification.

We will work to determine whether an error occurred within 20 business days of receiving your response and will correct any errors promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we decide to do so, we will notify you at the e-mail address you have provided. If we request that you put your complaint or question in writing and we do not receive it within 5 business days of completing our investigation, we may not credit your account.

We will inform you of the results within 10 business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents used in the investigation.

We will not send you a periodic statement that includes payments you make through our service. Transactions will appear on your bank or other financial institution's statement. If you have any questions about any of these transactions, please email Customer Service.

#### Electronic Signature Disclosure and Consent Notice

This Electronic Signature Disclosure and Consent Notice ("Notice") applies to all communications we send to you. Any electronic communication you receive from us will be considered "in writing." By registering a payment method with us or using the Valemti Platform to schedule payments, you agree to this Notice and affirm that you have access to hardware and software that meets the requirements set forth below. If you do not agree to any of the terms of this Notice, do not register a payment method.

## COVERED COMMUNICATIONS

This may include, but is not limited to, all disclosures and communications we provide to you regarding our services, such as: (i) terms and conditions, privacy statements or notices and any changes; (ii) receipts and transaction confirmations; (iii) invoices and other communications, and (iv) customer service communications ("Communications").

## METHODS OF PROVIDING COMMUNICATIONS

We may provide you with Communications by email (including through "hyperlinks" provided online, in email, or by text message). Communications may be provided in PDF or other file formats and may be viewed using available browser software.

## HARDWARE AND SOFTWARE REQUIREMENTS

In order to access and retain any electronic Communications that may be provided to you, you must have:

A valid email address;  
A computer, mobile phone, tablet or similar device with Internet access and up-to-date browser software and computer software that is capable of receiving, accessing, viewing and printing or storing Communications you receive from us in electronic form; and  
Sufficient storage space to save the Communications or the ability to print them.

## HOW TO WITHDRAW YOUR CONSENT

You may withdraw your consent to the terms of this Notice at no cost by writing to us at: Attn: Valemti at [info@valemti.com](mailto:info@valemti.com) If you withdraw your consent, you will cancel any scheduled automatic payments (if any).

## AVAILABILITY OF PAPER RECORDS

Valemti will not provide paper copies of Communications.

## UPDATING YOUR CONTACT INFORMATION

You are responsible for keeping your email address current so that we can send you communications electronically. You understand that if we send you a communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or the communication is captured by your spam filter or other sorting or filtering tools, or if you are unable to receive electronic communications for any other reason, we will be deemed to have sent the communication to you. Please use the "My Profile" section of the Customer Portal to keep your email address current.

## TERMINATION/CHANGES

We reserve the right, at our sole discretion, to stop sending communications electronically or to cancel or change the

terms and conditions under which we provide communications. We will send you notice of cancellation or change as required by law.

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