

Payment Services Terms and Conditions

The following Terms and Conditions apply to your use of the Republic Finance, LLC ('Republic Finance') payment services provided by Official Payments Corporation ('OPC'), including those you request or authorize through the website, mobile application or telephone systems administered by OPC (Payment Services). Please read these Terms and Conditions carefully.

Definitions

The words 'we,' 'us' or 'our' means Republic Finance, LLC (including its subsidiaries, affiliates and their respective successors and assigns) and Official Payments Corporation ('OPC'), individually and together. 'You' or 'your' mean any individual enrolling in, using or permitting others to use the Payment Services.

Your Agreement

By using the Payment Services, or permitting others to use the Payment Services on your behalf, you acknowledge that you have read and you agree to these Terms and Conditions, as may be amended by us from time to time, and as posted on this website. When we amend the Terms and Conditions, we will post the revised Terms and Conditions on this website. Changes shall be effective when the revised Terms and Conditions are posted on this website or any later date specified by the revised Terms and Conditions. You understand and agree that we are not required to provide advance notice of any change made to these Terms and Conditions, except to the extent expressly required by applicable law. You are responsible for regularly reviewing the Terms and Conditions posted on the website to learn about changes. You understand and agree that your continued use of the Payment Services will mean you accept and agree to any changes to the Terms and Conditions posted on the website. If you do not agree to the Terms and Conditions, you may not use the Payment Services. Access to and permitted use of the Payment Services is limited to persons who have a valid user identification, password and/or other credentials we may require to use the Payment Services, and who have accepted these Terms and Conditions. Access or attempted access by unauthorized persons may be subject to prosecution. Use of the Payment Services is at the sole risk of the user, except as otherwise provided in the Terms and Conditions or applicable law.

Enrollment Login Information and Email

We may, at our discretion, require you to enroll and select or accept assignment of a user identification, password and other credentials before allowing you to use certain Payment Services. Together, these are your 'Login Credentials' for the Payment Services. Use of the Login Credentials are the agreed security procedure for access to the Payment Services. You agree to keep this information confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Payment Services. We reserve the right to block access to the Payment Services to maintain or restore security to our site and systems, if we reasonably believe your Login Credentials have been obtained or used improperly by an unauthorized person (or that such Login Credentials may be obtained improperly or misused in the future by an unauthorized person). Additionally, we require you to provide a valid address for a working electronic mail ('email') account as a condition of enrolling in and using certain

Payment Services. It is your responsibility to ensure that we have a valid email address at all times. After you provide the Login Credentials required for access to the Payment Services through the website or mobile application, you can use the website or mobile application to update your email address. You can also update your email address by calling the telephone number for our customer service department.

You understand and agree that email communications are not a secure method for communicating highly confidential or private information to us, such as your Social Security number, date of birth, or all digits of your payment card or deposit account. Please do NOT send email communications to us that contain confidential or private information that could, if intercepted by an unauthorized person, be misused to commit identity theft or fraud against you.

Changes or Interruptions in Payment Services

We may, on a regular basis, perform maintenance on the equipment and systems used to provide the Payment Services, which may result in interruptions or errors in the Payment Services. We also may need to change the scope of our Payment Services from time to time. We will attempt to provide prior notice of such interruptions and changes, but cannot guarantee that such notice will be provided.

Disclaimer Of Warranties And Limitation Of Liability

This information is provided 'AS IS' without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

We make no representation as to the accuracy, timeliness, or completeness of the materials on the Payment Services website. We assume no liability or responsibility for any errors or omissions in the content of the website. We specifically disclaim any duty to update the information on the website.

In no event shall we or any other party involved in the creation, production, or delivery of the Payment Services be liable for any direct, indirect, special, incidental, consequential, or punitive damages of any kind, or any damages whatsoever resulting from your use, inability to use, loss of use, computer virus or system failure, loss of data or profits, whether or not advised of the possibility of such damages, or on any theory of liability, arising out of or in connection with the use or performance of the Payment Services, on any website related to any third party, or your inability to use the information or materials contained in the Payment Services website (or any other website). In no event shall our liability to you or any user of the Payment Services for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) exceed the amount, if any, paid by you, or any user, for accessing or using the Payment Services. You should consult your own legal advisors regarding the applicability of state statutes regarding limitations on liability. Some states do not allow the disclaimer of warranties or the exclusion of liability for consequential damages, so the above limitations may not apply to you in all cases.

Indemnification by User

You agree to indemnify, defend and hold us harmless from any liability, loss, claim and expense, including attorney's fees and costs, related to your violation of (i) these Terms and Conditions, or (ii) any applicable law, or (iii) the use of the Payment Services, including technical support, and information

provided at this website. You agree to cooperate fully in the defense of any such claims. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without our written consent. You further agree to indemnify and hold us harmless from any claim arising from a third party's use of information or materials of any kind that you provide through the Payment Services.

Unauthorized or Disputed Payments

Tell us AT ONCE if you believe your Login Credentials are lost or stolen or if you believe a payment to Republic Finance has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in the deposit account you maintain with your depository institution (plus your maximum overdraft line of credit).

If you tell us within 4 business days after you learn of the loss or theft of your Login Credentials, you can lose no more than \$50 if someone used your Login Credentials without your permission. If you do NOT tell us within 4 business days after you learn of the loss or theft of your Login Credentials, and we can prove we could have stopped someone from using your Login Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if the account statement from your depository institution shows transfers that you did not make, including those made by the Login Credentials, tell us at once. If you do not tell us within 90 days after your depository institution mailed the statement to you, you may not get back any money you lost after the 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) kept you from telling us, we will extend the time periods.

Contact In Event Of Unauthorized Payment

If you believe your Login Credentials have been lost or stolen:

Call: 1-800-317-7662

Or

Write: Republic Finance, Attn: Payment Services, 7031 Commerce Circle, Suite 100, Baton Rouge, LA 70809.

You should also call the number or write to the address listed above if you believe a payment has been made using the information about your deposit account or payment card without your permission.

Business Days

Although the Payment Services are processed only on business days, you can access the Payment Services 24 hours a day, seven days a week, except during any scheduled maintenance periods. For purposes of these disclosures, our business days are Monday through Friday, 8:30 a.m. to 5:00 p.m. Eastern Time, except federal bank holidays. After 4:00 p.m. Eastern Time, transactions are processed the following business day.

Transfer Types And Limitations

You may use your Login Credentials and the Payment Services to make payments to Republic Finance, in the amounts and on the days you request, directly from the deposit account you maintain with the depository institution that holds your designated deposit account or that issued your designated payment card for access to your deposit account. For security reasons, there are limits on the number of transfers you can make using telephone and online Payment Services.

Fees

OPC will charge you \$2.25 for each one-time or non-recurring payment you authorize or make to Republic Finance using the Payment Services, except that OPC will not charge this fee if our records indicate you are a resident of South Carolina. No fee is charged for any recurring payments you authorize or make to Republic Finance using the Payment Services. You understand and agree that OPC is authorized to charge any such fee to the same deposit account or payment card you designate for making payments to Republic Finance, either as a separate charge or as part of the total amount charged to your designated deposit account or payment card. You understand and agree that any fee paid to OPC is in addition to any fee that may be separately assessed to you by the depository institution that holds your deposit account or issues your payment card. In addition, Republic Finance may charge and require you to make separate payment of any returned payment fee authorized by your loan agreement with Republic Finance and/or applicable law.

Confidentiality

We will disclose information to each other and to third parties about your deposit account or payment card, or the transfers you authorize or make: (i) where it is necessary for completing transfers; (ii) to verify the existence and condition of your deposit account or payment card for each other or a third party; (iii) to comply with government agency or court orders; or (iv) if you give us written permission.

Preauthorized Payments

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments to Republic Finance using the deposit account or payment card provided by your depository institution, you can stop any of these payments. Here is how:

(1) **Visit the Payment Services website**

<https://collectpay.princetonecom.com/enrollment/loadLogin.do?id=571949> or mobile app, use your Login Credentials and select the Recent / Pending Payment option to submit your instructions to cancel preauthorized payments; or

(2) Call us at 1-800-317-7662; or

(3) Write us at Republic Finance, Attn: Payment Services, 7031 Commerce Circle, Suite 100, Baton Rouge, LA 70809.

Call, write, or use the Payment Services website or mobile app in time for us to receive your request 3 business days or more before the payment is scheduled to be made to Republic Finance. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Right to stop payment by contacting your financial institution. You may also stop a payment by contacting your financial institution and placing a stop-payment order with your financial institution at least 3 business days prior to the scheduled payment date.

Notice of varying amounts. If these regular payments may vary in amount, we will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages.

Our Liability

We are responsible for completing payments on time and according to your properly entered and transmitted instructions. If we do not complete a payment to Republic Finance to or from your designated deposit account or payment card on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable: (1) if, through no fault of ours, you do not have enough money in your designated deposit account to make the transfer; (2) if the transfer would go over the credit limit on any overdraft line you maintain with the depository institution that holds your deposit account; (3) if the Payment Services system was not working properly and you knew about the breakdown when you started the transfer; (4) if circumstances beyond our control (including but not limited to fire, flood, natural disasters, telecommunication outages, computer failures, or strikes) prevent the transfer, despite reasonable precautions we have taken; (5) if your designated deposit account or payment card is closed or suspended by the depository institution that provides the account card for your use; (6) if you have not given complete, correct and current instructions so that the payment to Republic Finance can be made; (7) if you do not follow our instructions for the proper entry and transmission of your requests for Payment Services; (8) if you do not authorize a payment to Republic Finance soon enough for your payment to be made and properly credited by the date and time it is due; (9) if we reasonably believe a request for a payment to Republic Finance may be unauthorized and do not complete the payment as a result; (10) if the devices, equipment and internet or telephone services you use for requesting the Payment Services were not working properly and this problem was or should have been apparent to you when you attempted to authorize any Payment Services; or (11) under other exceptions stated in these Terms and Conditions.

In Case of Errors or Questions About Your Electronic Transfers

Call: 1-800-317-7662

Or

Write: Republic Finance, Attn: Payment Services, 7031 Commerce Circle, Suite 100, Baton Rouge, LA 70809.

as soon as you can, if you need more information about a payment to Republic Finance or OPC listed on a periodic statement your depository institution provided for your deposit account or payment card. We must hear from you no later than 90 days after your account holding depository institution sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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

ALL QUESTIONS ABOUT PAYMENTS MADE TO REPUBLIC FINANCE USING THE PAYMENT SERVICES MUST BE DIRECTED TO US AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE YOUR DEPOSIT ACCOUNT. We are responsible for the Payment Services and for resolving any errors in payments made to Republic Finance using the Payment Services. We will not send you a periodic statement listing payments to Republic Finance that you make using the Payment Services. The transactions will appear only on the statement issued by your bank or other financial institution. SAVE THE COMMUNICATIONS YOU ARE GIVEN WHEN YOU USE THE PAYMENT SERVICES AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION. If you have any questions about one of these transactions, call or write us at 1-800-317-7662 or Republic Finance, Attn: Payment Services, 7031 Commerce Circle, Suite 100, Baton Rouge, LA 70809.

IF YOUR LOGIN CREDENTIALS FOR THE PAYMENT SERVICES ARE LOST OR STOLEN, NOTIFY US AT ONCE by calling or writing to us at 1-800-317-7662 or Republic Finance, Attn: Payment Services, 7031 Commerce Circle, Suite 100, Baton Rouge, LA 70809.

Trademarks and Copyrights

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