

Terms and Conditions for Electronic Payments and Remittance

These Terms and Conditions, as they currently exist and as they may be amended from time to time by us, (“Terms” or “Agreement”) shall govern your and your organization’s (“you”, “your”) use of the online provider enrollment and electronic payment portal provided by Red-Card Systems, LLC, a Missouri limited liability company, its affiliates, designees and other service providers (“RCS”, “us”, or “our”), including but not limited to electronic payment services and remittance advice provided by us, and your use of any and all services provided in connection therewith (the “Payment Services”).

WHEREAS, you wish to utilize the Payment Services in order to facilitate the processing of payments between you and various third parties, including but not limited to third party administrators, health care coalitions, healthcare insurance plans, self-insured employer plans or other third party carriers or payers (“Third Party Payers”) or any individual consumer or other person (“Individual Payer”, and collectively the “Payers” and individually a “Payer”); and

WHEREAS, these Terms set forth the terms and conditions of your use of the Payment Services, including provisions related to the processing of payments through Automated Clearing House (“ACH”) electronic payment transactions; and

WHEREAS, in connection with providing the Payment Services, RCS will credit or debit the account(s) which you provided upon enrollment in the Payment Services (“Accounts”), and may utilize the systems of a third party bank, which may be our bank or a Payer’s bank;

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein as if more fully set forth below, and in consideration of the agreements, representations, warranties and covenants set forth herein, and other good and valuable consideration, the receipt of which is acknowledged by you and us, the parties hereby agree as follows:

1. **ACH and Wire Transfers.** These Terms are subject to Article 4A of the Uniform Commercial Code (“UCC”). By agreeing to these Terms, you authorize us, acting directly or indirectly on behalf of or through any Payer, to credit or debit your Account(s) in connection with processing transactions between you and any Payer(s). RCS may rely upon all Account information and identifying numbers provided by you upon enrollment in the Payment Services to receive payment. RCS may rely on the routing and account numbers you provided even if they identify a financial institution, person or account other than the one named by you upon enrollment. You shall comply at all times with all applicable “Laws” (as defined in Section 10 below), rules and guidelines related to electronic funds transfers, including without limitation, RSMo. §400.4A-101 et.seq. (Article 4A of the Missouri UCC) and the operating rules, regulations and guidelines of the National Automated Clearinghouse Association, as in effect from time to time (“ACH Rules”), which provide, among other things, that payments made to you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in UCC 4A-403(a) (as enacted in Missouri, RSMo. §400.4A-403(a)). If RCS does not receive such payment, RCS is entitled to a refund from you in the amount credited to your Account and the Payer that originated or instructed such payment will not be considered to have paid the amount so credited. RCS is not required to give you any notice of debits or credits to your Accounts. RCS may make adjustments to your Accounts whenever a correction or change is required. For example, if RCS makes an error with respect to your Account, you agree that RCS may correct such error immediately and without notice to you. Such errors may include, but are not limited to, reversing an improper credit to your Account, making adjustments for returned items, and correcting calculation and input errors. RCS’ right to make adjustments shall not be subject to any limitations or time constraints, except as required by law.

2. **Representations, Warranties and Covenants.** You represent and warrant that (a) you are the owner of each of the Accounts and each of the Accounts shall be maintained and used primarily for business purposes, (b) none of the Accounts is or will be used primarily for personal, family or household purposes, (c) your use of and access to the “Site” (as defined below) and the Payment Services are subject to the Terms and will be for your internal use and benefit only and for no other purpose, (d) you are solely and exclusively responsible for full compliance with the Terms by you and each Authorized User (as defined below), and (e) all information which you or any Authorized User provides to us will be accurate and complete. The term “Site” as used in this Agreement means (i) the website(s) used by RCS in connection with the provision of the Payment Services, (ii) the contents on the Site (the “Content”), and (iii) any data formats, access methods and any other information arising from or in connection therewith.

3. **Use, Access and Security.** By your use of or access to the Payment Services or the Site, you agree to abide by, and be legally bound by, these Terms. Use of the Payment Services requires that you register to use the Payment Services and register those persons that you authorize to use the Payment Services on your behalf (“Authorized Users”). Only Authorized Users shall be allowed to use the Payment Services on your behalf. In order to use the Payment Services, you may be required to provide us or third parties with additional information which RCS may request. RCS requires that each Authorized User have a user-specific user ID and password in order to use the Payment Services (“User IDs”), and access to certain Payment Services may require invitation codes, access codes, security question answers, or authorization procedures (“Codes”), which may be assigned to you by us. The User IDs you create are necessary to confirm your identity to our network systems. Authorized Users are not allowed to share or grant another person access to use such Authorized User’s User IDs or any of the Codes. You will ensure that you, and each Authorized User, maintains in the strictest confidence any User IDs and/or Codes which may be assigned to or chosen by you or such Authorized User, respectively. You acknowledge and agree that you shall be solely responsible for any transactions, costs, damages or changes which are in any way related to the Accounts or the Payment Services, which are authorized, made or incurred by any person using your User IDs or Codes, or the User IDs or Codes of any Authorized User. RCS is not liable for any harm associated with theft or unauthorized use of any User IDs or Codes used by you or an Authorized User, or for any unauthorized use of any information on the Site by any person or entity other than us. You shall immediately notify RCS of any unauthorized use of your or any Authorized User’s User ID, Codes or any of the Accounts. You shall notify RCS immediately in writing if any Authorized User is no longer authorized to transact business or make changes on behalf of you or your organization. You agree that: (i) RCS may process all instructions related to the Payment Services that are or appear to be submitted by an Authorized User and that such instructions are effective even if not authorized by you; (ii) you will maintain appropriate accounting, security and auditing procedures to protect your Account(s) from misuse; and (iii) you will promptly review all electronic statements, notices and transaction information made available to you and you shall report all unauthorized transactions and errors to us immediately. RCS may limit, restrict or terminate, in our sole discretion, your rights to use all or any portion of the Payment Services or all or any portion of the Site, if you (or any Authorized User) is in violation of these Terms, or if RCS otherwise determines your continued use of the Payment Services poses a security risk.

4. **Disclosures of Account Information to Others.** You acknowledge and agree that RCS may disclose information (including Confidential Information (as defined below) and information about you, your Account(s) and transactions) to third parties as follows: (i) pursuant to agreements with third parties that assist us in the provision of the Payment Services; (ii) to verify the existence and condition of an Account; and (iii) as otherwise necessary for us to provide services or facilitate payments to you.

5. **Payer Payment Disenrollment.** At any time, you may disenroll from receiving electronic payments: (i) from a specific Third Party Payer; or (ii) from all Individual Payers by providing us with written notice that includes information reasonably requested by us. Upon request, RCS will provide you with access to a form detailing the information RCS needs from you to process your disenrollment. Disenrollment will be effective thirty (30) days after receipt by us of such notice.

6. **Ownership of Intellectual Property.** Except as provided in this Agreement, RCS shall have and own all rights, title and interests in the Payment Services, including but not limited to the Site and any other information arising from or in connection therewith (collectively “RCS Property”). You hereby acknowledge our specific ownership interests as set forth herein and you shall not acquire any ownership rights by virtue of this Agreement or the provision by RCS of the Payment Services. No other rights or licenses, whether express, implied, arising by estoppel or otherwise are conveyed or intended by these Terms or your use of the Payment Services or the Site. In order to facilitate your use of the Payment Services, RCS may make certain software available to you. Your use of such software will be subject to these Terms unless stated separately in a license agreement included with such software. You agree that the RCS Property may contain our confidential information and may constitute trade secrets, and you agree to maintain the confidentiality of the RCS Property, and not disclose the RCS Property to any third party, or use the RCS Property for the benefit of any third party (except as set forth herein) without our prior written consent. You agree that you will make no attempt to decompile or reverse engineer any of the RCS Property.

7. **Indemnification.** You agree to indemnify, defend and hold the RCS Parties (as defined in Section 9 below), and each of them, and any other third party providing any part of the Payment Services harmless from and against any and all

losses, fines, liabilities, costs, damages and expenses, including litigation expenses and reasonable attorneys' fees and allocated costs for in-house legal services arising from or incurred as the result of (a) your breach of this Agreement; (b) your or an Authorized User's unauthorized or unlawful use of the Payment Services or the Site; (c) the unauthorized or unlawful use of the Payment Services or the Site by any other person using your or an Authorized User's User ID and/or Codes, including a person you designated; (d) any inaccurate or incomplete data you provide or fail to provide to us; (e) your failure to timely update information; (f) the negligence or willful misconduct of you, your directors, officers, employees, Authorized Users, designees, agents and affiliates; or (g) your or an Authorized User's violation of any Laws or these Terms. You shall be liable for, and shall indemnify, hold harmless and defend the RCS Parties, and each of them, and any third party providing any part of the Payment Services from and against, all fines levied against such RCS Parties or such third party by the National Automated Clearing House Association or any governmental authority or agency arising from, resulting from, or in connection with your acts, negligence, or intentional misconduct related to use of ACH and/or wire transfers.

8. Warranties; Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RCS HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PAYMENT SERVICES, THE SITE, THE SERVICES AND PRODUCTS PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, QUALITY, ACCURACY, FITNESS FOR USE FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE PAYMENT SERVICES ARE PROVIDED TO YOU ON AN AS-IS, WHERE IS BASIS, AND YOUR USE OF THE PAYMENT SERVICES AND THE SITE IS AT YOUR OWN RISK. RCS MAKES NO REPRESENTATIONS OR WARRANTIES THAT YOUR ACCESS TO AND USE OF THE PAYMENT SERVICES OR THE SITE (I) WILL BE UNINTERRUPTED OR ERROR FREE, (II) IS FREE OF VIRUSES, UNAUTHORIZED CODE, OR OTHER HARMFUL COMPONENTS OR (III) IS COMPLETELY SECURE. YOU ACKNOWLEDGE THAT TECHNICAL PROBLEMS MAY DELAY, INTERRUPT, OR PREVENT THE USE OF THE SITE OR THE PAYMENT SERVICES. RCS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY THIRD PARTY PRODUCTS USED AS PART OF THE PAYMENT SERVICES. RCS DOES NOT GUARANTEE THE PAYMENT OR TIMING OF PAYMENTS OF ANY CLAIMS OR MATTERS SUBMITTED THROUGH THE PAYMENT SERVICES, AS RCS IS ACTING AS AN AGENT FOR A PARTICULAR PAYER. YOU ACNKNOWLEDGE AND AGREE THAT PAYMENT IS THE RESPONSIBILITY OF THE PARTICULAR PAYER. RCS WILL NOT BE LIABLE IF CIRCUMSTANCES BEYOND OUR CONTROL PREVENT A PAYMENT, DESPITE REASONABLE PRECAUTIONS RCS HAS TAKEN. THE DATA THAT IS AVAILABLE TO YOU THROUGH THE PAYMENT SERVICES HAS BEEN OR MAY HAVE BEEN RECEIVED BY US FROM PAYERS AND OTHER THIRD PARTY SOURCES. RCS DOES NOT ASSUME ANY RESPONSIBILITY FOR, WARRANT, GUARANTEE OR VERIFY THE ACCURACY OR RELIABILITY OF SUCH DATA. YOUR RELIANCE UPON SUCH DATA AS OBTAINED BY YOU THROUGH THE PAYMENT SERVICES AND/OR THE SITE IS SOLELY AT YOUR OWN RISK. RCS IS NOT LIABLE OR RESPONSIBLE FOR ANY OF YOUR ACTIONS OR INACTIONS RELATED TO YOUR USE OF THE PAYMENT SERVICES, INCLUDING BUT NOT LIMITED TO YOUR VIOLATION OF ANY LAWS OR YOUR IMPROPER OR ILLEGAL TRANSFER OF CONFIDENTIAL INFORMATION.

CERTAIN STATE LAWS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THE TERMS TO THE CONTRARY:

A. IN NO EVENT SHALL RCS OR ANY OF RCS' AFFILIATES, SUBSIDIARIES, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, OWNERS, AGENTS OR REPRESENTATIVES (COLLECTIVELY, THE "RCS PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOST BUSINESS, LOST SALES, LOSS OF ANY GOODWILL, AND LOST PROFITS), THAT ARISE FROM, RELATE TO, OR IN CONNECTION WITH (1) THE CONTENT OR EQUIPMENT RELATED TO YOUR USE OF THE SITE, (2) YOUR USE OF THE SITE, CONTENT OR THE PAYMENT SERVICES, (3) YOUR INABILITY TO USE OR ACCESS THE SITE, (4) ANY PRODUCTS OR SERVICES PROVIDED BY RCS, INCLUDING BUT NOT LIMITED TO THE PAYMENT SERVICES, OR (5) ERRORS, OMISSIONS, DEFECTS, SECURITY BREACHES, UNTIMELINESS, OR ANY OTHER FAILURE TO PERFORM BY RCS OR ANY OF RCS' CONTENT PROVIDERS. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, DEFAMATION, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS , AS WELL AS THIR PARTY CLAIMS. THE FOREGOING EXCLUSION APPLIES, EVEN IF RCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR CLAIMS BY YOU OR ANY THIRD PARTY

RELATIVE TO THE PAYMENT SERVICES PROVIDED HEREUNDER, OR WHETHER SUCH DAMAGES WERE FORESEEABLE BY RCS.

B. UNDER NO CIRCUMSTANCES SHALL RCS' FINANCIAL RESPONSIBILITY FOR ANY ACT OR FAILURE TO ACT BY US UNDER THESE TERMS EXCEED THE GREATER OF (1) TWO THOUSAND FIVE HUNDRED (\$2,500.00) OR (2) THE AMOUNT OF FEES YOU HAVE PAID FOR THE PAYMENT SERVICES PROVIDED IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO THE CLAIM.

C. YOU AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED UPON ALLOCATION OF RISK BETWEEN YOU AND RCS AND REFLECTS THE FEES, IF ANY, RCS CHARGES YOU TO USE THE PAYMENT SERVICES. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, RCS WOULD NOT PROVIDE THE PAYMENT SERVICES TO YOU. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

10. **Confidential Information; Legal Compliance.** You are solely and exclusively responsible for your compliance with all state, federal and municipal laws, statutes, regulations, licensure requirements, ethical requirements, orders and rules (collectively "Laws"), which includes but is not limited to your compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). You shall comply with all Laws in the gathering, use, processing, reporting, disclosure, transmission, storage and receipt (collectively "Transfer") of all confidential or proprietary information, including confidential or proprietary information of third parties ("Confidential Information"), and you shall obtain and maintain all necessary consents, and provide any required notices, for your Transfer of Confidential Information to us. You shall not send Confidential Information to any recipient to whom transmission of such information would violate any of the Laws, or would otherwise be inappropriate. You agree that the Transfer of Confidential Information to any person or entity outside of the Site may not be secure and/or may violate applicable Laws. You agree to execute any and all documents and comply with any and all applicable procedures, rules and regulations which RCS, the applicable Payer, or applicable law may require in connection with the Payment Services, including without limitation, rules governing record retention, non-discrimination, and error resolution as promulgated by American Express, MasterCard, VISA, the settlement bank, and insurance carriers, each as may be amended from time to time. You also agree to adhere to such rules and regulations as are required by governmental authorities or agencies having jurisdiction. You shall provide all supporting documents requested by RCS necessary to comply with said rules and regulations, including the Electronic Funds Transfer Act, Regulation Z, Regulation E and the Federal Truth-in-Lending Act. You hereby appoint RCS as your attorney-in-fact for the limited purpose of using the information you provide to submit electronic transactions and/or sign hard copy (paper) transactions on your behalf to Payers or other third party processors, including but not limited to commercial insurers, Medicare, Medicaid, and government agencies where your signature is required for transaction processing. You agree that RCS is not responsible for any Medicare, Medicaid, work related accident or illness claim or other insurance claim and you retain all liability on such claims and you agree to indemnify, defend and hold the RCS Parties (defined below), and each of them, harmless on account of all such claims, including the reconciliation or adjustment of any claim. You guarantee that all transactions submitted to us by you will be on behalf of providers or suppliers that have executed appropriate written authorizations for such submission and a true copy of such authorization shall be furnished to us upon request. You agree that you shall not engage in any activities in violation of federal or state anti-kickback Laws or federal or state Laws governing the submission of claims for reimbursement of medical services. While RCS uses industry standard encryption technology in arranging for the transmission of Confidential Information, you acknowledge and agree that no form of encryption is one hundred percent (100%) secure. You acknowledge that data may be accessed by unauthorized third parties when communicated between you and RCS using the Internet or any other electronic means. To reduce this risk, whenever you access the Site you agree to use the highest level data security protocol supported by the Site. However, because absolute security is impossible to obtain, you recognize and agree that RCS is not liable for any security breach. You may use applications commonly known as Web Browser software that are compatible with the Site and other applications expressly approved by RCS in order to access or log on to the Site or to automate the process of obtaining, downloading, transferring or transmitting any content or information to or from the Site. You agree not to use any other software, program, application or device for any of these purposes. You shall bear all risk of loss of records, data and materials during transit from you to us or to our agents or sub-contractors.

11. HIPAA Compliance. The parties shall meet their obligations, to the extent applicable, under the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulation") and the Health Insurance Reform: Security Standards (the "Security Regulation") published by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and as may be applicable to the services rendered by RCS to Customer, under the Gramm-Leach-Bliley Act ("GLB") and implementing regulations. Capitalized terms used, but not otherwise defined, in this Section 11 shall have the meaning ascribed in the Privacy Regulation, Security Regulation, HIPAA or the GLB, as applicable.

The Payment Services may involve the use and/or disclosure of Protected Health Information ("PHI"). Except as otherwise specified herein, RCS may make any and all uses and disclosures of PHI created or received from or on behalf of you necessary to perform RCS' obligations under this Agreement, including but not limited to using, analyzing, and disclosing the PHI in our possession for the public health activities and purposes set forth at 45 C.F.R. § 164.512(b).

RCS agrees to: (a) use and/or disclose the PHI only as permitted or required by this Section 11 or as otherwise required by law (without limiting the foregoing, RCS will not sell PHI or use or disclose PHI for purposes of marketing, as defined and prescribed in the Privacy Regulation and the American Recovery and Reinvestment Act of 2009 ("ARRA")); (b) report to you any use and/or disclosure of the PHI of which RCS has actual knowledge that is not permitted or required by this Section 11, including but not limited to any breach of unsecured PHI in compliance with any reporting requirements applicable to RCS under regulations implementing ARRA; (c) report to you any Security Incident of which RCS has actual knowledge with respect to Electronic Protected Health Information provided by, or created or received by, us on behalf of you ("Electronic PHI"); (d) mitigate, to the extent reasonably practicable, any harmful effect that is known to us of a use or disclosure of PHI by us not provided for by this Section 11; (e) use appropriate safeguards which are designed to prevent use or disclosure of PHI other than as permitted or required by this Section 11; (f) (i) implement administrative, physical, and technical safeguards that reasonably and appropriately are designed to protect the confidentiality, integrity, and availability of the Electronic PHI that RCS creates, receives, maintains, or transmits on your behalf; and (ii) make our policies and procedures, and documentation required by the Security Regulation relating to such safeguards, available to the Secretary of HHS for purposes of determining your compliance with the Security Regulation; (g) require all of our subcontractors and agents that receive, use or have access to PHI, to agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to us; (h) ensure that all of our subcontractors and agents to whom RCS provides Electronic PHI agree to implement reasonable and appropriate safeguards which are designed to protect such Electronic PHI; (i) make available our internal practices, books and records relating to the use and/or disclosure of PHI to the Secretary of HHS for purposes of determining your compliance with the Privacy Regulation; (j) (i) record all disclosures by us of PHI required to be recorded by 45 CFR § 164.528 and, effective upon the compliance date applicable to you, by regulations promulgated by HHS pursuant to ARRA, and (ii) within thirty (30) days of receiving a written request from you, make available such information to the extent necessary for you to make an accounting of disclosures of an individual's PHI; (k) within fifteen (15) days of receiving a written request from you, make available PHI necessary for you to respond to individuals' requests for access to PHI about them, to the extent that the PHI in our possession constitutes a Designated Record Set; and (l) within thirty (30) days of receiving a written request from You, incorporate any amendments or corrections to the PHI in accordance with the Privacy Regulation, to the extent that the PHI in our possession constitutes a Designated Record Set; and (m) limit our uses and disclosures of, and requests for, PHI (i) when practical, to the information making up a Limited Data Set, and (ii) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

Unless otherwise limited herein, RCS may: (a) consistent with 45 C.F.R. § 164.504(e)(4), use and disclose the PHI in RCS' possession for RCS' proper management and administration and to fulfill any of RCS' present or future legal responsibilities; and (b) de-identify any and all PHI in accordance with 45 C.F.R. § 164.514(b). You acknowledge and agree that de-identified information is not PHI and that RCS, on behalf of RCS and/or RCS' Affiliates (as defined below) may use such de-identified information for any lawful purpose. For purposes of this Section 11, the term "Affiliate" shall mean RCS' subcontractors which are business associates for the purposes of HIPAA compliance.

With regard to the use and/or disclosure of PHI by us, you agree: (i) to obtain any consent, authorization or permission that may be required by the Privacy Regulation or any other applicable federal, state or local laws and/or regulations prior to furnishing us the PHI pertaining to an individual; and (ii) that you will not furnish us PHI that is subject

to any arrangements permitted or required of the Covered Entity (as defined in the Privacy Regulation) or you, including but not limited to, arrangements agreed to by You under 45 C.F.R. § 164.522 that may impact in any manner the use and/or disclosure of PHI by us under this Agreement. You represent and warrant that your notice of privacy practices permits you to use and disclose PHI in the manner that RCS is authorized to use and disclose PHI under this Section 11.

To the extent that there is any amendment to any provision of HIPAA, or its implementing regulations set forth at 45 C.F.R. parts 160 through 164, or other applicable law, which materially alters either party's or the parties' obligations under these Terms, the parties agree to negotiate in good faith mutually acceptable and appropriate amendment(s) to these Terms in order to give effect to such revised obligations; provided, however, that if the parties are unable to agree on mutually acceptable amendment(s) within ninety (90) days of one party advising the other party of the relevant change of law, either party may terminate this Agreement in accordance with Section 15. The terms of this Section 11 shall be construed in light of any interpretation and/or guidance on HIPAA, the Privacy Regulation and/or the Security Regulation issued by HHS from time to time. By using the Payment Services, you are representing that you have been authorized to agree to these Terms.

12. **Payment of Fees.** You shall be responsible for your applicable bank fees associated with your use of the Payment Services including any fees for ACH and/or wire transfers that may be levied by your bank pursuant to Section 1. You shall also pay RCS its applicable fees associated with your use of the Payment Services in accordance with the terms of your agreement with RCS. However, for payer sponsored ACH or wire transfers, RCS will not charge you a fee with respect to such transfer.

13. **Notice.** Any written notice required or permitted to be given to you pursuant to this Agreement may be provided to you electronically at the email address provided by you upon enrollment in the Payment Services. Any notice required or permitted to be given to us pursuant hereto shall be provided in writing to Red-Card Systems, LLC, 10812 Ambassador Blvd., Saint Louis, Missouri 63132, Attn: President. Written notices sent by mail shall be delivered by registered or certified mail, return receipt requested, postage prepaid and shall be deemed effective seventy-two (72) hours after the same is postmarked. Any notice sent by any other method shall be effective only upon actual receipt.

14. **Amendments.** RCS may add, remove, change or otherwise modify any of these Terms at any time without giving you advanced notice. Payment Services will be governed by these Terms as amended. You agree that amendments may be provided in electronic form and will be sent to your primary user's email address. RCS may also modify, terminate or discontinue some or all of the Payment Services at any time and will provide notice of such changes only as required by applicable law. These terms will not be amended or supplemented by (1) any purchase order or similar form originated by you relating to the subject matter hereof, or (2) statements of any of our employees.

15. **Entire Agreement; Termination.** These Terms (in addition to any agreement signed by you upon your enrollment in the Payment Services) constitute the only and entire agreement relating to your use of and access to the Payment Services and the Site, and all prior negotiations, agreements and understandings relating thereto, whether oral or written, are superseded or canceled hereby. These Terms shall continue to apply as long as you continue to use and/or access the Payment Services. RCS may terminate your right to use and/or access the Payment Services and the Site at any time, with or without cause. You may terminate your use of the Payment Services at any time by providing prior written notice to us of same, and immediately ceasing use of the Payment Services.

16. **Governing Law and Venue; No Trial by Jury; Survival.** The laws of the State of Missouri shall govern this Agreement and all disputes arising hereunder. You agree that jurisdiction and venue are proper in the State of Missouri for the resolution of any dispute arising hereunder. Each party waives the right to have trial by jury. Each party's representations, warranties and covenants shall survive the termination of this Agreement until the expiration of the statute of limitation period with respect thereto.

17. **Force Majeure.** RCS shall not be liable or responsible to you for delays or failures in performance resulting from acts, causes, circumstances or events beyond RCS' reasonable control, including but not limited to, acts of nature and

natural disasters, inclement weather, governmental actions, fire, flood, labor difficulties or shortages, unavailability of material or equipment from suppliers, delays due to third party vendors, complete or partial shutdown of plant or facilities, telecommunications outages, equipment failures, terrorism, nuclear, cyber, chemical or biological attack, civil disturbances or insurrection, war, transportation problems, interruptions of power, supply or communications or other similar events or occurrences.

18. **Severability.** If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

19. **Miscellaneous.** The relationship between you and us is that of independent contractor. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between you and us. You shall not assign this Agreement, directly or by operation of law, without our prior written consent. Any attempted assignment without such consent shall be void. RCS may assign its rights hereunder, in whole or in part, at any time in our sole discretion. No waiver or failure to exercise any option, right, or privilege under this Agreement shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion. You agree to cooperate fully with us in furnishing any information, documentation or performing any action requested by us. You shall furnish us, upon forty-eight (48) hours notice, with true, accurate and complete copies of such records, documentation or any other information RCS or RCS' authorized employees, representatives, agents and any regulatory agencies may request; provided, however, that you shall not be required to divulge any records to the extent prohibited by applicable law.