



This form will authorize Social Grinder to begin an automatic draft to the account of your choice. You will have the option to choose either a bank account draft or charge payments to your credit card. Thank you for choosing Social Grinder.

Form with fields: Last Name (Please Print), First Name, MI, Address, City, State, Zip, Business Phone, Company Name, Authorized Officer Signature, Date Signed (MM/DD/YYYY)

Main form section containing: Bank Withdrawal Authorization, Depositors Name, Checking/Savings Account selection, Account Number, Routing Number, Bank Name, Signature of Depositor, Bank Withdrawal Option, Indemnification Agreement, Credit Card Option, Credit Card Number, Expiration Date, Card Holders Signature

# ONLINE BILL PAYMENT SERVICES AGREEMENT

This Online Bill Payment Services Agreement (the "**Agreement**") governs your use of the online bill payment services provided by Bill.com, Inc. ("**Bill.com**") in connection with the online account you have established with Bill.com. For the purpose of this Agreement, "Bill.com" shall include, if applicable, dba "BDC Payment Services" and/or any other dba under which Bill.com, Inc. may operate in your jurisdiction. By clicking "I Accept" below or by using Bill.com's bill payment services, you agree that you have read this Agreement and agree to be bound by its terms.

## 1. Definitions.

- (A) The terms "we," "us," and "our" mean Bill.com, its successors and assigns.
- (B) The terms "you," "your," and "organization" mean any person, organization, and/or legal entity who accepts Bill.com's bill payment services.
- (C) "Accounts Payable" means the services provided by Bill.com which include bill indexing and document management, workflow, synchronization of data with accounting software, and Data Entry Service.
- (D) "Accounts Receivable" means the services provided by Bill.com which include invoice creation and import and document management.
- (E) "Bill.com website" means the website maintained by Bill.com at [www.bill.com](http://www.bill.com).
- (F) "Console" means the component of the services provided by Bill.com which enables finance professionals and others to manage linked Bill.com accounts.
- (G) "Payee" means the person or entity to which you wish a bill payment to be directed.
- (H) "Payment Account" means the bank account(s) from which bill payments will be debited or credits delivered, as applicable.
- (I) "Payment Instruction" means the information provided by you to Bill.com for a bill payment to be made to the Payee.
- (J) "Service" means the bill payment services provided to you by Bill.com.

## 2. Terms and Conditions.

The Service provided to you by Bill.com is subject to the terms and conditions of this Agreement and to the following, which are incorporated herein by this reference:

- (A) The General Terms of Service establishing the relationship between you and Bill.com;
- (B) The terms or instructions appearing on the Bill.com website when enrolling for, activating, accessing, or using the Service;
- (C) Bill.com's policies and procedures, as amended from time to time, that apply to the Service; and
- (D) State and federal laws and regulations, as applicable.

3. General Description of Service.

Bill.com Services. Bill.com provides individuals and businesses with automated and paperless bill management services. A user may purchase one or more of Bill.com's services through a Bill.com account. These services, which are governed by a separate agreement between the user and Bill.com, include Accounts Payable, Accounts Receivable, and Console.

Bill Payment Services. Bill.com Accounts Payable subscribers, and persons who pay Bill.com Accounts Receivable subscribers ("**Customers**"), may also elect to receive bill payment services. This Agreement will govern the Service and is separate from any other agreement between you and Bill.com.

To use the Service, you must enter on the Bill.com website the bank routing number and bank account number for your checking account(s) ("**Payment Account**"). When you enter Payment Account information, you agree to the following:

- (A) You have authority to disclose the Payment Account information and, if applicable, to bind your organization;
- (B) You authorize the initiation of debit or credit entries, as applicable, to the Payment Account in accordance with instructions inputted on the Bill.com website, and, if necessary, the initiation of adjustments for any transactions debited or credited in error;
- (C) You acknowledge that transactions initiated to the Payment Account must comply with the provisions of U.S. law;
- (D) Your authorization will remain in effect until not later than thirty (30) days after Bill.com receives written notice from you of your desire to cancel; and
- (E) You will not use the Service for personal, family, or household purposes except in connection with an accounting, bookkeeping, or other advisory business.

If you designate yourself or any other person as a "Payer" in a Bill.com account, you thereby represent and warrant that each such Payer is authorized to initiate debit or credit entries, as applicable, to the Payment Account under the rules of the bank holding the Payment Account (subject to any approvals set up in the Bill.com account).

4. Fees and Payment.

You shall pay the fees and other charges listed on the Bill.com website applicable to the Service, if any, including, but not limited to:

- (A) Per payment fees;
- (B) Exceptions processing; and

(C) Setup and other special services.

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. We reserve the right to change the amount of any fees from time to time, at our sole discretion. We will post the revised fees on the Bill.com website or notify you by email in advance of the effective date of such changes. If the change in fees is not acceptable, your sole and exclusive remedy shall be to stop using the Service. By continuing to use the Service after the fee increase, you accept all changes in service fees. Service fees are not refundable.

5. Information Verification.

You may not be permitted to participate in the Service if we cannot verify your identity, financial condition, creditworthiness, or other necessary information. By entering into the Agreement, you authorize Bill.com, directly or through third parties, to make inquiries necessary to validate your identity, financial condition, or creditworthiness, including, but not limited to:

- (A) Requiring you to confirm ownership of an e-mail address and Payment Account;
- (B) Ordering a credit report;
- (C) Verifying your information against third party databases or through other sources; and
- (D) Undertaking any other action necessary to verify your information.

We may also obtain financial information regarding your Payment Account from a financial institution or from anyone you pay through or are paid by the Service.

Notwithstanding any steps taken to verify such information, you hereby represent and warrant on behalf of yourself and any person or organization for which you act that you have the right, power and authority to conduct and authorize transactions you make pertaining to the Payment Account and that all information you provide to us is complete, accurate, and up to date. If you use the Instant Verification Service on the website, you further agree to the terms of Section 22 below.

6. Vendor Setup.

To use the Bill.com Accounts Payable service, you enter payment information for third party vendors ("**Vendors**") on the Bill.com website. You must provide correct and current payment information for each Vendor as follows:

- (A) For check payments, you must provide the Vendor name and remittance address.
- (B) For electronic payments, you must:
  - (i) Locate and select the Vendor in the online database on the Bill.com website;
  - (ii) Input the Vendor's Bill.com network identification number;
  - (iii) Invite the Vendor to set up a Bill.com account by sending the Vendor an e-mail invitation through the Bill.com website; or
  - (iv) Input the Vendor's bank routing number and bank account number on the Bill.com website.

You are responsible for verifying the accuracy of the foregoing Vendor information prior to scheduling bill payments, and Bill.com will have no liability for losses or

damages due to your or your Vendor's actions or inactions. If you invite a Vendor to set up a Bill.com account, it will take several business days to complete the verification process required to activate the account for electronic payments. If you input a Vendor's bank routing number and bank account number on behalf of a Vendor, you represent and warrant that you have obtained from the Vendor the authorizations set forth in Section 3 above.

7. Customer Setup.

A user of the Bill.com Accounts Receivable service enters a name and contact information for each Customer on the Bill.com website. The Accounts Receivable subscriber represents and warrants to Bill.com that the information the Accounts Receivable subscriber inputs on the website for the Customer is complete and accurately identifies the Customer, and that all invoices are issued pursuant to a contractual relationship with the Customer pursuant to which funds are owed. The Accounts Receivable subscriber further agrees to assist Bill.com in verifying its Customers pursuant to Section 5 above and agrees that Bill.com may refuse to process transactions for any Customer whose financial condition and creditworthiness cannot be verified to Bill.com.

8. Scheduling Bill Payment.

Payments made through the Service require sufficient time for your Payee to receive your payment and credit your account accordingly. To make a payment, use the Bill.com website to select the date ("**Process Date**") on which Bill.com will debit the Payment Account through the Automated Clearing House ("**ACH**") to pay a bill or an invoice. The Bill.com website will indicate the earliest possible Process Date for each payment. We will use commercially reasonable efforts to issue payment within one to two business days following the Process Date, depending on the size of the payment and subject to "payment review," as described in Section 14 below.

You will be solely responsible for scheduling payments and selecting a Process Date for each payment that allows sufficient time for the payment to be delivered on or prior to the bill's due date. Typically, it takes two to three full business days after the Process Date to post an electronic payment and five full business days to deliver a check payment within the territorial United States by first class mail. Except as provided in Section 17 below, you shall be solely responsible for all penalties, interest charges, and other late payment fees associated with payments that are delivered after the due date.

9. Payment Method.

Bill.com Accounts Payable subscribers may choose to make check payments or electronic payments through the Service; provided, however, that we reserve the right to select the method by which to make payments. A Customer may only make electronic payments through the Service. Electronic payments may only be made to U.S. domestic bank accounts. All other payments must be made by check. We reserve the right to make use of third parties to provide the Service. We may, in our sole discretion, impose limits on the amount of money sent through the Service, on a per transaction or a cumulative basis, and change those limits at any time.

10. Processing Bill Payments.

You hereby authorize Bill.com to debit your Payment Account in increments or as a lump sum and remit funds in accordance with your Payment Instructions through the ACH. You also give Bill.com the right to resubmit any ACH debit that is returned for insufficient or uncollected funds, or any other reason. You agree that payment transactions will be governed by the rules established by NACHA, the Electronic Payments Association, as in effect from time-to-time, under which you are an "Originator", Bill.com is a "Third Party Service Provider," and Bill.com's processing bank is the "Originating Depository Financial Institution."

If a debit is returned, no additional payments will be processed, and Bill.com reserves the right to stop payment on all payments in process until that debit is successfully re-presented and paid. Without limiting any other available remedies, if any ACH debit from your Payment Account is returned because of insufficient funds or any other reason, you must reimburse Bill.com for any corresponding payment amount immediately upon demand, plus exceptions processing fees, plus any bank fees, charges or penalties for return items, plus interest at the lesser of one and one half percent (1.5%) per month or the maximum allowed by law, plus attorney's fees and other costs of collection as allowed by law. In its discretion, Bill.com may setoff such amounts against debits received for other payments. You accept any liability you or Bill.com may incur which is caused by your payment transactions, and you shall be solely responsible for any penalties, charges, and other fees you or Bill.com incur as a result of a failure to maintain sufficient funds in the Payment Account.

Bill.com may make appropriate reports to credit reporting agencies, financial institutions, tax agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution. Bill.com also reserves the right to debit a Payee's account for money paid to the Payee on your behalf if the ACH debit from the Payment Account is returned because of insufficient funds or any other reason. You shall be solely responsible for all penalties, interest charges, late payment fees and service fees resulting from such a debit to the Payee. In some cases, an Accounts Payable service subscriber or a Customer may reverse a transaction for up to 60 days after it settled, or a transaction may be invalidated for fraud or some other reason, in which case the funds will be removed from the Payee's Payment Account long after initial deposit. You agree at all times to maintain sufficient funds in your Payment Account to satisfy all obligations including returns, reversals, and associated fees, and to add funds immediately if Bill.com notifies you that your funds are insufficient. Bill.com may, at its discretion, contact your Payees regarding any payments to be made, or payments made, to Payees on your behalf, for any reason.

After the Process Date and prior to disbursement, funds will be held in a master bank account created by Bill.com for your benefit as your agent. The funds will be commingled with funds of other Bill.com customers; however, you are deemed the principal with respect to the funds in your subaccount. Bill.com will track the funds in each of its customers' subaccounts each day; however, it will not necessarily maintain and update

subaccounts over the course of a day and, accordingly, account figures provided over the course of a day are provisional. This arrangement does not create a trust or other fiduciary obligations on the part of Bill.com. Bill.com will not engage in any discretionary activity with respect to your funds.

Bill.com reserves the right to suspend or cancel any payments if your Bill.com account is not in good standing. Bill.com will credit back to the Payment Account any debits made to fund cancelled payments; provided, however, you authorize Bill.com, in its sole discretion, to withhold and collect from such amounts any service fees or other amounts owed under this Agreement.

11. Payment Authorization and Payment Remittance.

By providing us with the names and account information of Payees to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive from you. In order to process payments more efficiently and effectively, we may submit payments to the best known Payee address. When necessary, we may alter payment data or data formats or change or reformat your Payee account number to match the account number or format required by your Payee for electronic payment processing.

When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf. You also authorize us to credit your Payment Account for payments returned to us by the Post Office or Payee, or payments remitted to you on behalf of another authorized user of the Service.

12. Returned Transactions.

Payees or the United States Postal Service may return payments for various reasons such as, but not limited to, Vendor's forwarding address expired, invalid bank routing number, invalid bank account number, Vendor remittance address is not correct, Payee is unable to identify an account, or a Payee account is paid in full. In addition, a Payee may refuse to accept a payment, and Bill.com will have no liability for any resulting loss or damage. Bill.com will use commercially reasonable efforts to provide you with notice of returned payments and will offer you through the Bill.com website the choice whether to void and credit or void and reissue the payments. You agree that Bill.com shall not have any liability for any such returned payments. Unless otherwise directed, Bill.com will void such payments. You hereby authorize Bill.com to credit such payments to your Payment Account through the ACH.

13. Prohibited Payments.

Bill.com may refuse to issue a payment to any Payee in its reasonable discretion. The Service is not intended for payment of alimony, child support, taxes or other court-directed or government payments, fines or penalties or payments to settle securities transactions. Bill.com will use commercially reasonable efforts to provide notice promptly if it decides to refuse to issue a payment. This notification is not required if an attempt is made to make a payment that is prohibited by law or the Agreement.

14. Payment Review.

Bill.com reviews all payments for risk and for compliance with law, including without limitation anti-money laundering laws and regulations issued by the Office of Foreign Asset Control. In its discretion, Bill.com may place a hold on a payment for as long as reasonably required to conduct an appropriate inquiry regarding you, the Vendor, the Accounts Receivable subscriber, the Customer, a bill, payment history, and other relevant circumstances and factors. Depending on the results of this review, Bill.com may clear the payment, reverse the payment, or hold the payment pending instructions from a government agency. At any time, a payment processed through your Payment Account may be reversed.

15. Payment Cancellation Requests.

Scheduled payments may be cancelled, rescheduled or modified by following the directions on the Bill.com website. There is no charge for canceling, rescheduling or modifying a payment before it is processed. However, once Bill.com has begun processing a payment, it cannot be cancelled, rescheduled or modified, and you must submit a stop payment request.

16. Stop Payment Requests.

Bill.com's ability to process a stop payment request depends on the payment method and whether or not a check has cleared. Bill.com must have a reasonable opportunity to act on any stop payment request after a payment has been processed. You must contact Bill.com's customer support to stop any payment that has already been processed. Although Bill.com will use commercially reasonable efforts to accommodate stop payment requests, Bill.com will not have any liability for failing to do so. Stop payment requests will incur the charges set forth on the Bill.com website.

17. Limited Warranty.

Bill.com will use commercially reasonable efforts to make all payments in accordance with Payment Instructions. If Bill.com causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee that does not comply with the Payment Instructions, or if Bill.com fails to issue a payment (each an "**Error**"), Bill.com shall use commercially reasonable efforts to return the improperly transferred funds to the Payment Account, direct any previously misdirected payments to the proper Payee, and, if applicable, provide reimbursement for any assessed interest charges, provided that the payment was scheduled correctly and in accordance with the Agreement.

Notwithstanding the foregoing, Bill.com shall not incur any liability for any Error resulting from any of the following circumstances: (i) there are insufficient funds in the Payment Account; (ii) the ACH Network or other payment processing center is not working properly; (iii) the Payment Account information or the Payment Instructions are inaccurate, incomplete or out of date; or (iv) as a result of payment review as set forth in Section 14.

If you believe you are entitled to payment under this Section 17, you must notify Bill.com customer support as soon as you learn of the Error (and in no event later than thirty (30) days after the earlier of when the payment is due or made). You must cooperate fully with Bill.com's remediation efforts by contacting the Payee, contacting



your bank, contacting the Payee's bank, making information or funds available, executing all documents and taking all other actions reasonably requested to correct or mitigate the Error.

THE FOREGOING SETS FORTH THE SOLE AND EXCLUSIVE REMEDY AND BILL.COM'S FULL AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY BREACH OF THIS LIMITED WARRANTY.

18. Warranty Exclusions.

The Limited Warranty set forth in Section 17 is subject to the following exclusions:

- (A) You assume sole responsibility and liability for results obtained from the use of the Service.
- (B) Bill.com shall not have any liability for any claims, losses, or damage caused by errors or omissions in any information provided to Bill.com in connection with the Service or any actions taken by Bill.com in accordance with directions provided by you.
- (C) Bill.com shall not have any liability for any claims, losses or damages arising out of or in connection with use of any third-party products, services, software or websites that are accessed via links on the Bill.com website.
- (D) Bill.com shall not have any liability for any error or failure that is due to causes beyond its reasonable control, including without limitations, strikes, riots, insurrection, war, military or national emergencies, acts of God, natural disasters, fire, outages of computers or associated equipment, or failure of transportation or communication methods (including the Internet) or power supplies.

19. Warranty Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. YOU ASSUME ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICE. BILL.COM DOES NOT WARRANT THAT THE SERVICE IS COMPLETELY SECURE OR IS FREE FROM BUGS, INTERRUPTIONS, ERRORS, OR OTHER PROGRAM LIMITATIONS, OR THAT ALL ERRORS WILL BE CORRECTED. BILL.COM FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM BILL.COM OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

20. Limitation of Liability.

IN NO EVENT SHALL BILL.COM BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT BILL.COM HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. BILL.COM WILL NOT BE LIABLE FOR ATTORNEYS' FEES, EXCEPT AS REQUIRED BY LAW.

21. Acknowledgment.

The parties acknowledge that the limitations and exclusions contained in Sections 18, 19, 20 and elsewhere in this Agreement represent the parties' agreement based upon the perceived level of risk associated with their respective obligations under this Agreement and the service fees paid. Without limiting the generality of the foregoing, the parties acknowledge and agree that (a) the provisions hereof that limit liability, disclaim warranties or exclude consequential damages or other damages or remedies shall be severable and independent of any other provisions and shall be enforced as such, regardless of any breach hereunder, and (b) all limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies shall remain fully valid, effective and enforceable in accordance with their respective terms, even under circumstances that cause an exclusive remedy to fail of its essential purpose. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, LIABILITY OR CERTAIN WARRANTIES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THESE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY.

22. Yodlee Instant Verification Service.

If you use the Instant Verification Service on the website, the provisions of this Section 22 apply.

- (A) You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other financial institutions, and you agree to not misrepresent your identity or your account information.
- (B) By using the Instant Verification Service, you authorize Bill.com, and its supplier, Yodlee, Inc. ("**Yodlee**") to access third party sites designated by you, on your behalf, to retrieve information requested by you. For all purposes hereof, you hereby grant Bill.com and Yodlee a limited power of attorney, and you hereby appoint Bill.com and Yodlee as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN BILL.COM OR YODLEE ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, BILL.COM AND YODLEE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Instant

Verification Service is not endorsed or sponsored by any third party account providers accessible through the Instant Verification Service. You are licensing to Bill.com and Yodlee any information, data, passwords, materials or other content (collectively, "**Content**") you provide through or to the Instant Verification Service. Bill.com and Yodlee may use, modify, display, distribute and create new material using such Content to provide the Instant Verification Service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without payment of any fees, Bill.com and Yodlee may use the Content for the purposes set out above. As between Bill.com and Yodlee, Bill.com owns your confidential account information.

- (C) You agree that the results of the Instant Verification Service are for use by you and Bill.com and its service providers only in connection with the Service, on the Web Site. You agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the Instant Verification Service.
- (D) YOU AGREE THAT NEITHER BILL.COM NOR YODLEE NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF BILL.COM OR YODLEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE INSTANT VERIFICATION SERVICE OR ANY OTHER MATTER RELATING TO THE INSTANT VERIFICATION SERVICE INCLUDING BUT NOT LIMITED TO (i) the cost of getting substitute goods and services; (ii) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the instant verification service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of anyone on the instant verification service; or (v) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site.
- (E) You agree to indemnify and hold harmless Bill.com and Yodlee and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of the Instant Verification Service or your violation of these terms.
- (F) You agree that Yodlee is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Yodlee were a party to this Agreement.

23. Amendments.

Bill.com reserves the right to modify the terms and conditions of this Agreement at its discretion. If the revised terms and conditions or policies are not acceptable to you,

your sole and exclusive remedy shall be to stop using the Service by notifying Bill.com customer support. Continuing to use the Service constitutes acceptance of the revised terms and conditions of the Agreement. Except as expressly provided herein, this Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

24. Terminating Service.

You may terminate the Service at any time by contacting Bill.com customer support, provided that all payments in your account have cleared. Bill.com may terminate the Service at any time, for any reason (including failure to pay service fees or inactivity). Bill.com will try to notify you in advance, but is not obligated to do so.

25. Password and Security.

You shall not give or make available passwords or other means of accessing the Bill.com website or your Payment Account to any unauthorized individuals. If you allow someone access to your e-mail and password, you are authorizing that person to use the Service and are responsible for all transactions that person performs, even if you did not want them performed, and even if they are fraudulent. If you choose to access your account through GoogleApps, Intuit Workplace or PayPal, you are making a determination that those login procedures are sufficiently secure for your purposes.

You must notify Bill.com's customer support immediately upon any suspicion that a password has been lost or stolen or that someone has attempted or may attempt to make payments or otherwise use the Service without authorization. Bill.com will not have any liability to you for any unauthorized payment or transfer made using your Payment Account or password that occurs before you have notified Bill.com's customer support of the possible unauthorized use and Bill.com has had reasonable opportunity to act on that notice. Accordingly, you should log into your Bill.com account regularly and review your transaction history for unauthorized transactions or access.

26. Consent to Electronic Disclosures.

By creating a login and password for the Service, you agree to receive information electronically through the Bill.com website and at the e-mail address you provide. This information may include information regarding the Agreement, including legal disclosures, future changes to the Agreement, and other notices, legal communications or disclosures. You agree to notify us promptly if your email address changes. You confirm that the computer and browser you are using enable you to receive, access, and retain this information, and that you can print copies for your records.

27. Taxes.

It is your responsibility to determine what, if any, taxes apply to all payments made through the Bill.com website, and to collect, report and remit the correct tax to the appropriate tax authority. Bill.com is not responsible for determining whether taxes apply to these payments, or for collecting, reporting or remitting any taxes arising from any payments.

28. Assignment.

You may not assign this Agreement to any other party. Bill.com may assign this Agreement to any third party, directly or indirectly affiliated with Bill.com. Bill.com may

also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

29. Indemnity.

You agree to indemnify and hold Bill.com and its respective officers, directors, employees and representatives harmless (including payment of reasonable attorney's fees) against any and all liability to third parties arising out of, or in connection with your use of the Service, any actions taken by Bill.com pursuant to your instructions, or your breach of this Agreement.

30. No Waiver.

Bill.com shall not be deemed to have waived any of its rights or remedies under this Agreement unless such waiver is in writing and signed by Bill.com. No delay or omission on the part of Bill.com in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

31. Governing Law.

This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Delaware, without regard to its conflict of law provisions. Any legal action or proceeding relating to the Agreement shall be brought exclusively in the state or federal courts located in Delaware. You hereby agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding.

Revision Date: March 28, 2014