



## AssociationReady LLC Terms of Service Agreement

Your transaction is subject to your acceptance of these Terms and Conditions, which are agreed upon when you proceed with your transaction.

This agreement is entered into on the date of payment acceptance. AssociationReady LLC and payer hereby agree as follows:

By making your payment and providing the information needed to process checking, savings, money market account or credit card (Visa and MasterCard) you acknowledge that you have read and understand the Terms and Conditions listed within this Agreement.

By your agreement, Payer will indemnify, protect, defend and hold AssociationReady LLC affiliates and/or subsidiaries and all of its or their officers, agents and/or employees, harmless from and against any and all claims, losses, demands, actions, expenses, damages, liability, and/or causes of action, including (without limitation) attorneys fees, other costs of defense and/or collection fees, which in any way result directly or indirectly from:

- ? Breach of this Agreement or any warranty or representation made to AssociationReady LLC
- ? Any damage or loss caused by negligence, fraud, dishonesty, or willful behavior by Payer or any Payer employees or agents;
- ? Any contention, whether well founded, baseless or otherwise, that Payer violated the law or any rule or regulation;
- ? Any damages resulting from or related to any failure or delay of AssociationReady LLC in providing transaction processing services under this agreement;
- ? Any delays in the performance of services hereunder or for any failure to perform same hereunder if such delays are due to strikes, inclement weather, acts of God, or other causes beyond AssociationReady LLC reasonable control.

AssociationReady LLC will not be liable for performance of services where delayed by war, riot, embargoes, strikes, or acts of its vendors and suppliers, concealed acts of workmen (whether of AssociationReady LLC or others), or accidents.

The indemnification provided for in this article shall survive any termination of this Agreement.

Payer warrants to AssociationReady LLC all of the following: That all representations and statements made by Payer in this Agreement, or in any other document relating hereto, by Payer or on Payer's behalf are true, accurate and complete in all material respects. Where applicable and appropriate, Payer agrees to maintain and promptly update their registration or payment information to keep it true, accurate, current and complete. AssociationReady LLC reserves the right to suspend or terminate any account or transaction from Payer if Payer provides AssociationReady LLC with information that is untrue, inaccurate, not current or incomplete. You may not use the AssociationReady LLC Payment Gateway for any illegal purpose or in any manner inconsistent with the terms and conditions set forth in this Agreement. Payer hereby authorizes AssociationReady LLC to investigate and confirm the information herein. For this purpose, AssociationReady LLC may utilize credit bureau/reporting agencies and/or its own agents.

Any claim or legal action arising out of disputes, failures, misrepresentations, malfunctions, or defects shall be waived. In no event shall AssociationReady LLC liability exceed the total amount Payer paid to AssociationReady LLC hereunder.

Payer agrees that any cause of action arising out of or relating to this Agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. Jurisdiction of any legal proceeding arising hereby shall be Atlanta, Georgia, United States of America.

Payer agrees, as a company and/or as an individual, to defend, indemnify, and hold harmless AssociationReady LLC from any and all claims resulting from Payer's use of any services contemplated under this Agreement, which cause damage to Payer or any other party.

AssociationReady LLC shall not be responsible or liable for unauthorized access of facilities or to Payer's data or programs due to accident, illegal or fraudulent means or devices.

AssociationReady LLC shall retain full ownership of all data submitted by either Payer or Owners through the AssociationReady LLC Payment Gateway. (Payment Gateway refers to the electronic systems, through which a Payer or Owner may pass payment information to AssociationReady LLC including but not limited to name, mailing address, email address, and dollar amount of payments received).

Payer agrees that AssociationReady LLC services shall only be performed for lawful purposes. Any transaction or transmission, which violates any Federal, State or local laws, is expressly prohibited.

Payer hereby authorizes AssociationReady LLC to initiate transaction entries to Owners depository account number and charge Payer's checking, savings, money market account and/or credit card, both of which are supplied by Payer and Owner including associated Convenience fee. This billing will occur at the time of payment of each transaction.

Payer hereby acknowledges that AssociationReady LLC applies a convenience fee with each transaction initiated through AssociationReady LLC Payment Gateway, of which any changes will be upon thirty (30) days notice. AssociationReady LLC may amend this convenience charge at any time upon written or electronic notice to Payer and/or Owner of not less than ten (10) business days prior to the effective date of such amendment.

#### Credit Card & Bank Statement Notification:

AssociationReady LLC advises Payers that for any transactions that are initiated through AssociationReady LLC's Payment Gateway their credit card billing statement or bank statement will show:

ReadyDocs.com 1877 497-8832

AssociationReady LLC reserves the right to cancel Payer's transaction processing account at any time for any reason.

Either party (Payer or AssociationReady LLC) may cancel the use of AssociationReady LLC Payment Gateway with or without cause at any time and effective immediately. You can cancel your service by calling 1-770 497-5535 or sending an email to support@associationready.com. AssociationReady LLC, in its sole discretion, may cancel this service without notice to you.

For Payers that believe a transaction was improperly made, AssociationReady LLC in its sole discretion, may void, issue a credit or rescind any transaction. Payer waives the right to cancel all Visa and MasterCard transactions that have been cleared through the AssociationReady LLC Payment Gateway.

If any provision in this Agreement is invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement and Payer and AssociationReady LLC agree to substitute for the invalid provision, which closely approximates the effect and intent of the invalid provision.

The Web site, services and programs are owned by AssociationReady LLC and are subject to protection under the copyright, patent and trademark laws of the United State of America and other countries. You may not remove any of the copyright notices, AssociationReady LLC identifiers, or other proprietary labels, or modify, reverse engineer, decompile or disassemble the binary components of this program.

AssociationReady LLC grants the nonexclusive right to use our services upon agreeing with the terms set forth herein. AssociationReady LLC is not responsible for any changes made without AssociationReady LLC authorization and consent.

The payer consents to transact all business electronically with AssociationReady LLC in accordance with the Electronic Signatures in Global and National Commerce Act. Any notice required to be given to the payer will be done in electronic form, and payer agrees to the option of receiving all notices in electronic form.

Payer has a right under the Act to have any records provided in a non-electronic form and payer may withdraw consent to transact business electronically AssociationReady LLC. Termination of this consent will terminate the party's relationship and will incur a fee of \$20.00. Each request to provide records in a non-electronic format will incur a fee of \$10 per request.

This consent applies to all records and transactions between AssociationReady LLC, Payer, and Payee.

Payer make revoke this consent or request non-electronic copies of records by writing to AssociationReady LLC, PO Box 928 Suwanee Ga. 30024 and including the request, a return address, and payment.

By continuing to process your transaction through AssociationReady LLC you are agreeing to all terms and conditions set forth in this Agreement.

AssociationReady LLC