

**Chazy Westport Communications
Westelcom Networks Inc.
Teo Communications Inc.
Terms and Conditions**

Introduction

This document is to provide you information about the online bill payment system offered to you on behalf of your Biller (the "Service") and the associated website (the "Site"). These terms and conditions set forth a legally binding agreement governing your use of the Site and the Service ("Agreement") and outline important conditions that apply to your use of the Site and the Service. By utilizing the Service, permitting any person to do so on your behalf, or utilizing the Service on someone else's behalf, you agree to these terms and conditions. If you do not agree to these terms and conditions, you must discontinue your access to the Site and not utilize the Service.

Definitions

"Authorized User" is any individual which you allow to use the Service or access to your Funding Account.

"Biller" is the entity to which you instruct us to make a Payment on your behalf.

"Biller Account" means the account you have directly with the Biller related to the goods and / or services provided to you by the Biller.

"Billing Statement" is the statement typically sent by Biller to you indicating, among other things, how much you owe for the provision of goods and / or services and the Due Date.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Due Date" is the date reflected on your Billing Statement when your payment is due; it is not the late payment date or inclusive of a grace period.

"Funding Account" is the checking account, savings account, or debit card account, held at FDIC or equivalent insured United States depository institutions, or credit card account from which Payments and fees, if any, will be debited and to which credits to you will be credited.

"Payment" is a payment transaction initiated by you through the Service.

"Payment Date" is: (a) the calendar day on which you initiate a Payment for the Biller by providing Payment Instructions to us with the exception that (b) if the calendar day on which you initiate the Payment is a non-Business Day, or if you submit the Payment after the daily cutoff time for the Service, then the Payment Date will be the immediately following Business Day. In either (a) or (b), payment will not be considered made on the Payment Date if sufficient funds are not available when payment is processed.

"Payment Instruction" is the information provided by you (such as, but not limited to, Biller name, and Biller Account number) for a Payment to be made through the Service.

"We," "us," and "our" refers to Biller and its third-party service providers.

"You" and "your" refer to the individual that is utilizing the Service.

Eligibility

The Site and the Service are offered only to individuals who can form legally binding contracts under applicable law and, with respect to Payments made using checking, savings, or debit cards, use bank accounts held at FDIC or equivalent insured United States depository institutions. Without limiting the foregoing, the Service is not offered to minors. Commercial entities, including without limitation commercial payment aggregators, may not use the Site or Service, with the exception that an authorized representative of a commercial entity who holds a Biller Account may use the Site or Service to initiate a Payment to such commercial entity's own Biller Account. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement. You agree to indemnify and hold us harmless for all costs and fees (including without limitation interchange fees and merchant fees) arising out of your violation of this Section.

Payment Authorization, Payment Remittance and Fees

You authorize us to follow the Payment Instructions received from you. When we receive a Payment Instruction from you, you authorize us to debit or charge your Funding Account for the amount of any Payment plus any related fees in effect at the time you initiate the Payment Instruction, and to remit funds on your behalf. You also authorize us to credit your Funding Account, in the event that any Payments are returned to us because the processing of the Payment Instruction could not be completed. In order to process Payments more efficiently and effectively, we may edit or alter payment data or data formats. You certify that any Funding Account you add to your profile or otherwise utilize in connection with the Service is an account from which you are authorized to make payments, and any Payment you make using the Service will debit/ charge a Funding Account that you are legally authorized to use. We will use reasonable efforts to complete your Payments properly. However, we shall incur no liability if the Service is unable to complete any Payments initiated by you because of the existence of any one or more of the following circumstances or other reasons identified in this Agreement:

1. If your Funding Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. If our payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
3. If you have not provided us with the correct Funding Account information, or other required information;
4. If your debit/credit card is expired;
5. If circumstances beyond our control (such as, but not limited to, fire, flood, or other acts of God, third party systems, or interference from an outside force) prevent the proper execution of the transaction; and/ or
6. If you failed to follow our instructions for the use of the Service.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Funding Account or cause funds from your Funding Account to be directed in a manner that does not comply with your Payment Instructions, our sole responsibility to you shall be to return the improperly transferred funds to your Funding Account or to direct any previously misdirected Payments to the Biller.

You are responsible for ensuring that there are sufficient funds available in your Funding Account to cover any amount you authorize for payment. If you do not have sufficient funds in your Funding Account, your Payment may not be processed. Your Payment may not be processed after a credit or debit card's expiration date, if it is not updated by you prior to such date, unless we are able to obtain updated information from your card issuer. You authorize us to receive such updated credit or debit card information where available.

In the event your Payment is not processed for any reason, including the failure to obtain an authorization from your card issuer or financial institution, or you have not provided us with the correct information, your liability shall remain outstanding and unpaid and you will be subject to all applicable penalties, late fees and interest charges assessed thereon, all of which obligations remain your sole responsibility.

Any fees associated with your Funding Account, including without limitation any assessed by your financial institution or credit card issuer, will continue to apply. You are also responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider in connection with your utilization of the Service.

Overpayment Adjustment

You agree that you shall not intentionally make a Payment in excess of the greater of (i) the amount due on the Billing Statement or (ii) the total balance owed on your account. You acknowledge that we may refuse to process any such overpayment or, we may adjust the Payment amount down to the amount due at time of payment processing as to avoid overpayments.

Payment Cancellation Requests

You may be permitted to cancel or edit a Payment until such time as the processing of the Payment Instruction has begun. If permitted, there is no charge for canceling or editing a Payment prior to the processing of the Payment Instruction.

Returned Payments

In using the Service, you understand that payments may be returned for various reasons, such as, but not limited to, the Biller Account number is not valid; we are unable to locate your Biller Account; or your Biller Account is paid in full. We will use reasonable efforts to research and correct the returned payment or void the payment and credit your Funding Account. You may receive notification regarding any such returned payments. You may be assessed a fee by us and/or your financial institution as the result of any returns or nonsufficient funds (NSF) related to your Funding Account, or charges refused by a card network.

Communications to You

By providing us with a telephone number (including a mobile telephone number) and/or email address, you consent to receiving calls and/or text messages at that number, and/or emails from us for our everyday business purposes (including identity verification). You authorize us to send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, payment receipt, or disclosure required to be provided orally or in writing to you. You agree to receive any electronic communication provided to you and will not attempt to avoid receiving any such communication. You are deemed to have received any electronic communication provided to you when they are made available to you. By providing us with a telephone number (including a mobile number), you consent to receiving autodialed and prerecorded message calls at that number for Service-related purposes. For example, we may contact you in connection with validating or processing a transaction that you've requested through the Service. You agree that we may provide notices to you by posting them on the Site, sending them to you through an in-product message within the Service, emailing them to an email address that you have provided, sending them via text message to any mobile number that you have provided, or by mailing them to any postal address that you have provided. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. It is your sole responsibility to ensure that your contact information is accurate in the Service. We will not be responsible for communications that are not received by you as a result of delivery failures (e.g., spam blockers, incorrect email address or physical address, or incorrect mobile phone number). Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device.

Security

You agree not to give or make available your access or access credentials to the Service to any unauthorized individuals. You are responsible for all Payments you authorize using the Service or that are made using your access credentials. If you permit Authorized Users or other persons to use the Service, you are responsible for any transactions they authorize. If you believe that your access or access credentials to the Service has been lost, stolen, or otherwise compromised or that someone has transferred or attempted to transfer money without your permission, you must notify customer care at once. If you believe there have been any unauthorized transfers related to your Funding Account, you should notify Biller customer care department and /or your financial institution at once. See "Your Liability for Unauthorized Transfers."

Information Authorization

You agree that the information you provide to facilitate a Payment, including your Funding Account information, may go through a verification process. You further agree that we may obtain financial information regarding your Funding Account from your financial institution (for example, to resolve payment posting problems, set transaction limits or for verification purposes).

Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time to time by posting a revised version on the Site or providing a revised version to you by other means. You may be required to affirmatively accept the revised Agreement in order to continue using the Service.

Regardless of whether you are so required, any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. The revised version will be effective at the time it is posted or otherwise provided to you unless a delayed effective date is expressly stated in the revision. Further, we may, from time to time, revise or update the Service applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Services more recent revisions and updates. You authorize us to send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, or disclosure required to be provided orally or in writing to you. Your use of the Service may be terminated or suspended at any time for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Payment Disputes

If you dispute a Payment made from a Funding Account, you acknowledge that such dispute (including, but not limited to, chargeback or fraud) must be taken up with your issuing debit/credit card provider or financial institution. We are not responsible for any research or resolution of such Payment disputes.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. In the event of such replacement, all other terms of this Agreement shall remain in full force and effect. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under this Agreement.

Exclusions of Warranties/Limitations of Liability

In no event shall we or our services providers be responsible or liable for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalized settings; any viruses which may affect your computer equipment or other property on account of your access to, use of, or downloading from the Site or Service; or any third party's inability or refusal to authorize a Payment or any other acts or omissions of third parties not controlled by us.

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SITE OR SERVICE, AND OPERATION OF THE SITE OR SERVICE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

IN NO EVENT SHALL OUR SERVICE PROVIDERS (OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR STOCKHOLDERS) BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE OR THE SERVICE OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR TORT DAMAGES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF), REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE.

IN NO EVENT SHALL BILLER (OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR STOCKHOLDERS) BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR TORT DAMAGES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF), ARISING FROM THE USE OF THE SITE OR THE SERVICE OR OTHERWISE RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE.

Indemnification

You agree to indemnify and hold harmless us and our affiliates, suppliers, service providers, licensors and contractors, and the officers, directors, owners, agents, employees and contractors of each of these, from and against any and all loss, damage, liability, claim, demand, fees, costs, and expenses (including attorney’s fees) arising out of your breach of this Agreement and/or your access to or use of the Site or the Service.

Intellectual Property

All marks and logos related to the Site and the Service are either trademarks or registered trademarks of the Biller or its service providers, or their respective affiliates or licensors. You may not copy, modify, translate, decompile, reverse engineer, reproduce, adapt or disassemble the Site or the Service, both of which are the sole property of the Biller’s service provider or the Biller’s service provider’s affiliates or their respective licensors. With the exception of your right to use the Site and Service in accordance with the terms hereof, which right may be revoked by us, you are not granted any rights of any kind in the Site, Service, marks, or logos, and we hereby reserve all such rights. The content accessed through the Site is the property of the applicable content owner and may be protected by applicable copyright or other law. Any downloading of material contained on the Site, or on any site linked to the Site, may be a violation of federal trademark or copyright laws.

Assignment

You may not assign or transfer any rights or obligations you have under this Agreement to any other party without our prior written consent, which we may withhold in our sole discretion. We reserve the right to assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to affiliates, independent contractors, or other third parties.

No Waiver

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part 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.

Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Errors, Questions, and Complaints

In case of errors or questions about your transactions or Billing Statements, you should contact Biller customer care as soon as possible.

Entire Agreement

You agree that this Agreement (including without limitation the policies and notices available at the link included below) is the complete and exclusive statement of the agreement between you and us in regards to use of the Site and the Service, and it supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement.

Invalidity

If any one or more provisions of this Agreement should be found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby to the extent it can be given effect without the invalid provision.

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