

# ePAY TERMS & CONDITIONS

LAUREN A. HELBLING, CHAPTER 13 TRUSTEE

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## **Payment Authorization**

If you have elected on the prior page to make a single payment from your checking/savings account identified on the prior page, then you authorize us to initiate a single debit entry to that account in the amount and on the date specified on the prior page.

You acknowledge that the origination of debit entries to your checking/savings account must comply with the provisions of United States law. You authorize any financial institution through which any such debit entries are processed to use any data you provide to process these debit entries, and consent to that data being sent outside of the United States in connection with such processing and any related activities.

If any debit entry to your checking/savings account is returned as insufficient or for stop payment then you understand your access to ePay may be revoked and you may no longer be eligible to initiate payments using ePay.

## **Payment Timing and Disbursement**

All payments are placed on a 10 calendar days hold by the Trustee to guarantee validity of funds. Funds are subject to disbursement in the next disbursement cycle following expiration of the 10 calendar days hold. **If your case is dismissed, completed or converted following any payment received by the Chapter 13 Trustee using ePay, any funds which you may be eligible to have refunded will be refunded after 60 calendar days have passed since the payment receipt.**

## **Consent for Electronic Signatures and Electronic Records**

**Introduction:** In order to make payments through this website, you must consent to the use of electronic signatures and electronic records for those payments and for all agreements, disclosures, notices and other communications relating to those payments (all of which are referred to in this consent as the "Records"). Once you have given your consent, we may deliver or make any of the Records available to you by (a) posting them to the relevant page of your account on this website or (b) sending them to your e-mail address as then reflected in our records. Records posted to your account will be electronically accessible for at least 24 months unless your consent is withdrawn as specified in the *Withdrawing Your Consent* section below; or your access to ePay is revoked due to insufficient funds, a stop payment or any other reason. If your consent is withdrawn or your access to ePay is revoked, you may obtain information regarding Records posted to your account by emailing us at [ePayquestions@ch13cleve.com](mailto:ePayquestions@ch13cleve.com). You may review, print or download those Records by logging into your account and accessing the relevant page. The following material is intended to provide you with important information you should consider before giving your consent.

**Option for Paper Records or Non-Electronic Records:** You may obtain a paper copy of any Records by mailing a written request identifying the specific Records to us at [ePayquestions@ch13cleve.com](mailto:ePayquestions@ch13cleve.com). There is no charge for paper copies requested by mail.

**Scope of Your Consent:** Your consent to the use of electronic signatures and electronic records applies to all payments made through this website and all records relating to those payments.

**Hardware and Software Requirements:** To access and retain electronic records, you must use computer hardware and software that meets the following requirements:

- A PC or MAC compatible computer or other device capable of accessing the Internet;
- An Internet Browser software program that supports Secure Sockets Layer V3 or TLS 1.0 such as Microsoft® Internet Explorer or Mozilla Firefox®; and
- A PDF file reader like Adobe® Acrobat Reader, Xpdf® or Foxit®.

To print or download electronic records, you must have a printer attached to your computer or sufficient space on a long-term storage device, such as your computer's hard disk drive, a flash drive or other removable media.

Withdrawing Your Consent: Your consent to the use of electronic signatures and electronic records may be withdrawn at any time. To withdraw consent, you must mail a written notice of your withdrawal to us at [ePayquestions@ch13cleve.com](mailto:ePayquestions@ch13cleve.com). A withdrawal of your consent does not become effective until we have received it and had a reasonable period of time to implement it. Once a withdrawal of your consent becomes effective, you will no longer be able to electronically access the Records or otherwise use ePay. However, a withdrawal of your consent does not affect the legal effectiveness, validity or enforceability of any transactions, electronic signatures or electronic records entered into, provided or made available before that withdrawal becomes effective.

Updating Your Contact Information: You should keep us informed of any changes in your e-mail or physical mailing address. You may do so by mailing a written notice of the change to us at [ePayquestions@ch13cleve.com](mailto:ePayquestions@ch13cleve.com). Any update to your contact information sent to this e-mail address will effect only your on-line payment information.

Any change in address or contact information related to your bankruptcy case must be filed with the Bankruptcy Court on the appropriate Change of Address Notification form. It is recommended that you contact your bankruptcy attorney to assist in this process.

**Agreement to Payment Authorization and Consent for Electronic Signatures and Electronic Records**

You acknowledge, certify and agree as follows:

- You have read, understand and agree to the *Payment Authorization* and the *Consent for Electronic Signatures and Electronic Records*.
- You can access the Records in the electronic form described in the *Consent for Electronic Signatures and Electronic Records*.
- You affirmatively consent to the use of electronic signatures and electronic records for all payments made through this website and all Records relating to those payments.