



Last Updated: March 22, 2018

These Terms and Conditions govern each Homeowner's usage of Service to make HOA dues payments and/or assessments. Unless otherwise defined herein, all defined terms shall have the meanings given below in the [Definitions](#) section.

Association has chosen to engage Alliance Association Bank and utilize its Service to process Assessments. By submitting and authorizing a payment through Service, Homeowner affirms his or her acceptance of and consent to be bound by these Terms and Conditions. **Please print a copy of these Terms and Conditions to keep for reference.** If, at any time, Homeowner does not wish to accept these Terms and Conditions, he or she may discontinue usage of Service by not initiating any additional one-time payments or by revoking authorization for any scheduled payments (as described below in the Scheduled Payments section).

Bank may, in its sole discretion, amend or modify these Terms and Conditions at any time by providing Homeowner with notice as required by law. Bank may provide notice of such changes to users of Service by any commercial means available including but not limited to posting amended Terms and Conditions on service or sending the amended Terms and Conditions to a Homeowner by email. Homeowner must also accept and consent to the terms and conditions of Bank's [E-SIGN Disclosure](#) as part of the Service enrollment process. Homeowner's continued use of Service following (i) receipt of updated Terms and Conditions or notice of the applicable change to Terms and Conditions or (ii) the effective date of the applicable modification, whichever is later, will evidence his or her affirmation and consent to any amendments or modifications, including additions, changes or deletions to Terms and Conditions.

Definitions

"ACH" means automated clearinghouse.

"ACH Entry" means an order or request for withdrawal of money from Deposit Account of Homeowner.

"Association" means the applicable HOA, a management company on behalf of the applicable HOA, or a management company on behalf of another legal entity for the purpose of collecting Assessments.

"Assessment(s)" means dues, assessments (periodic and special), and Other Amounts due from Homeowner to Association.

"Bank" means Alliance Association Bank, a division of Western Alliance Bank.

"Business Days" means Monday through Friday, excluding Saturdays, Sundays, bank holidays, and any other day that Bank chooses or is required by law to be closed.

"CC&R" means the Declaration of Covenants, Conditions, and Restrictions applicable to Homeowner's property.

"Card" means a credit or debit card validly issued by one of the major card networks including but not limited to Visa U.S.A. Inc., MasterCard International Incorporated, DFS Services LLC or American Express Travel Related Services Company, Inc.

"Card Transaction" means a charge to Homeowner's Card account.

"Deposit Account" means a consumer checking (demand deposit) or savings account at a financial institution with an ABA routing number.

"Effective Entry Date" means the Business Day specified by Homeowner on which it intends to settle the ACH Entry.

"HOA" means homeowners' association.

"Homeowner" means each person subscribing to Service, and each person who uses Service provided hereunder with the permission of the subscriber.

"Other Amounts" means any fixed or variable dollar amount including, but not limited to late fees, fines for CC&R violations, or charges for ancillary services.

"Property Account" means that certain account established by an Association on its records for the purpose of tracking Assessments.

"Service" means Bank's online payment service.

"Terms and Conditions" means these Online Payment Service Terms and Conditions, as may be amended by Bank from time to time.

Online Payment Requirements

To use the Service, Homeowner must have:

- i. A valid, unexpired Card or Deposit Account;
- ii. A Property Account with an Association that participates in Service;
- iii. The relevant management company ID, HOA ID, and Property Account number, as provided to Homeowner by his or her Association;
- iv. A valid email address; and



v. A user ID and password for the Service.

If any of the information in (ii) or (iii) is unavailable or unknown, please contact the Association directly.

Initiation of either a one-time or scheduled payment through Service shall serve as Homeowner's authorization for Association, to process a Card Transaction or initiate an ACH Entry, as applicable, in accordance with payment instructions specified by Homeowner on the payment authorization page or the Assessment amount provided by Association. Transactions completed through Service and performed by Homeowner, as the owner or agent of the owner, of the Deposit Account will be considered authorized transactions.

One-Time Payment

By clicking on the Authorize and Submit button on the payment authorization page, Homeowner authorizes Bank to initiate a one-time Card Transaction or ACH Entry. The amount of any such payment will be the dollar amount Homeowner specifies on the payment authorization page. Homeowner must also specify the date the funds for the payment are to be withdrawn from Homeowner's Deposit Account or charged to Homeowner's Card. Payments are processed on Business Days.

Scheduled Payments Program

By clicking on the Authorize and Submit button on the payment authorization page, Homeowner is enrolling in the Service's scheduled payments program, and authorizes Bank to initiate scheduled Card Transactions or ACH Entries, as the case may be, in accordance with Homeowner's instructions. When Homeowner creates a payment schedule, Homeowner must select:

- The frequency (monthly, quarterly, semi-annual, or annual) of payments;
- A payment option
 - *Fixed Amount.* Under this payment option, Homeowner specifies the dollar amount it authorizes Bank to debit or charge, as the case may be, on a particular payment date. This amount can be modified by Association, in accordance with the CC&R, for those payments through ACH Entries. A typical example is when the community has approved a change in the periodic assessment amount. Associations are not required to update the payment amount if changes are made by a community; therefore, Homeowner is solely responsible for verifying and ensuring the payment amount is sufficient to keep his or her Property Account current.
 - *Total New Balance.* Under this payment option, Homeowner authorizes periodic payments, based on the frequency selected by Homeowner, in an amount equal to the balance due as reflected on the applicable Association billing statement or coupon on the scheduled payment date. The balance due includes the proportional amount (based on billing schedule and any late or other fees) of the Assessments and can be updated by Association pursuant to the Association's CC&R. By way of example, if a homeowner has an annual assessment amount of \$1,200, billed by his association on a quarterly basis. Homeowner schedules a monthly payment (assuming a January 1st start date); therefore, his payments due/made for January, February and March would be \$0 and the payment for April would be \$300.
- The date on which the payment is to be charged to Homeowner's Card or debited from Homeowner's designated Deposit Account; and
- The duration of time during which such payments may be made.

Bank will send an email notification to Homeowner with the payment amount at least ten (10) calendar days before the scheduled payment date. If the scheduled payment date falls on a weekend or holiday, Homeowner acknowledges and understands the payment will be processed on the next Business Day.

Homeowner agrees any changes to Card or designated Deposit Account information will be made at least fifteen (15) calendar days prior to the next scheduled payment date. To delete a scheduled payment, Homeowner may log on to the Service and select to delete the payment schedule. Homeowner may also revoke his or her authorization by sending written notice to Bank at 3033 W. Ray Road, #200 Chandler, AZ 85226 or by email at payments@allianceassociationbank.com. Written notification to revoke Homeowner's authorization must include Homeowner name, management company ID, HOA ID, and Property Account number. Bank must receive Homeowner's written revocation at least fifteen (15) calendar days prior to the next scheduled payment date to ensure payment will be cancelled prior to processing.

Processing Cutoffs

ACH Entries will process with an Effective Entry Date of the same Business Day if Homeowner submits the payment through the Service before 4:00 p.m. PST. If Homeowner submits the payment after 4:00 p.m. PST, the ACH Entry will process with an Effective Entry Date of the following Business Day.

Association will credit payments made via Card Transactions submitted by Homeowner through Service prior to 4:00 p.m. MST within two (2) Business Days of submission. If the Card Transaction is submitted after 4:00 p.m. MST, the Card Transaction will be processed on the following Business Day and Association will credit Homeowner's Property Account within two (2) Business Days following the processing date.

Disputes

The proper and accurate application of Homeowner's payment is the sole responsibility of the applicable Association. If any error or dispute arises



regarding Homeowner's payment history or variance in amounts charged to a Card or designated Deposit Account, Homeowner should contact the applicable Association directly to resolve the error or dispute.

Nothing contained herein is intended to limit or relieve Homeowner of any obligations he or she may have with respect to error or dispute resolution under agreements Homeowner has with its financial institution or its credit card company. Homeowner should reference those agreements in the case of unauthorized transfers or transactions.

Payment Returns or Chargebacks

Bank acts as a service provider for and processes payments under the direction of the Association. Bank does not have accounts, Property Accounts or otherwise, with individual homeowners. All disputes or questions regarding payment application or unprocessed payments, including returns and chargebacks, must be directed to the applicable Association.

Returns and/or chargebacks may not be reflected in Homeowner's transaction history through Service. For complete payment history, contact your Association.

Payment Limits

No single Card Transaction or ACH Entry initiated through Service shall exceed one thousand dollars (\$1,000.00) for Card Transactions or twenty thousand dollars (\$20,000.00) for ACH Entries; however, lower maximums may be assigned by Bank or Association. This amount is coded in the Service and may change from time to time.

Fees and Charges

Bank does not currently charge a fee or service charge for ACH Entries. However, Bank reserves the right, in its sole discretion, to institute fees and/or service charges for ACH Entries. To the extent Bank elects to charge a fee or service charge for ACH Entries in the future, such amounts will be disclosed to Homeowner on the payment authorization page.

A fee and/or service charge may be assessed for Card Transactions and may vary by Association. All such fees and/or service charges will be disclosed to Homeowner on the payment authorization page.

Homeowner is solely responsible for any service charges or fees assessed by its financial institution or card company in conjunction with Homeowner's usage of the Service.

Authorization

Homeowner acknowledges that Bank and Association are entitled to rely on the use of Homeowner's user ID and password as conclusive evidence of Homeowner's authorization for any transaction made through the Service using such user ID and password and Homeowner is liable for all such transactions. Homeowner should take all necessary precautions to protect his or her user ID and password; however, if Homeowner permits any other person to use Homeowner's login credentials or online payment profile, Homeowner is responsible for any Card Transaction or ACH Entry that person initiates or authorizes. Homeowner should notify Bank immediately at (844) 739-2331 of any loss, theft, or unauthorized use of his or her user ID and/or password.

Limitation of Liability

BANK SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSSES OF ANY KIND THAT HOMEOWNER MAY INCUR AS A RESULT OF AN ERRONEOUS OR INACCURATE PROPERTY ACCOUNT STATEMENT OR COUPON, ANY DELAY IN THE ACTUAL DATE ON WHICH HOMEOWNER'S PAYMENT IS PROCESSED, OR HOMEOWNER'S FAILURE TO PROVIDE ACCURATE AND/OR VALID PAYMENT INFORMATION; EXCEPT AS A DIRECT RESULT OF BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FURTHER, BANK SHALL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED OR ANY OTHER ACTION BY AN ASSOCIATION RESULTING FROM A LATE PAYMENT, INCLUDING BUT NOT LIMITED TO ANY FINANCE CHARGES AND/OR LATE FEES IMPOSED BY THE ASSOCIATION. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL BANK BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

System Requirements

Homeowner is solely responsible for the maintenance, installation and operation of his or her personal computer and any related hardware or software used in accessing Service. Bank shall not be responsible for any malfunction of or computer virus that may infect Homeowner's personal computer while using Service. Additionally, Homeowner must have an Internet service provider and a 128-bit compliant browser to securely utilize Service.

Disclaimer of Warranty.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, THE SERVICE IS FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.



Security

Bank is committed to protecting the security and confidentiality of Homeowner's online payment information and uses several different methods to protect that information. Examples include:

- Each Homeowner is assigned unique user ID and password and must have a valid email address to use Service.
- If no action is taken for a period of time, Homeowner will be automatically logged off of Service.

By using Service, Homeowner agrees to:

- Not disclose or otherwise make his or her user ID and password available to anyone else;
- Notify Customer Service at (844) 739-2331 or by email at payments@allianceassociationbank.com immediately of any loss, theft, or unauthorized use of his or her user ID and/or password; and
- Be responsible for any Card Transaction or ACH Entry initiated or authorized via Service by any person Homeowner allows to use his or her user ID and password.

If Homeowner's user ID and/or password is lost, stolen or otherwise compromised or money was transferred using Service without Homeowner's permission, please contact Bank promptly by telephone at (844) 739-2331, by email at payments@allianceassociationbank.com or by mail at: Alliance Association Bank, c/o Payment Support, 3033 W. Ray Road, # 200, Chandler, AZ 85226.

If Homeowner has any questions about a transaction, Homeowner should contact Bank at (844) 739-2331 or by email at payments@allianceassociationbank.com.

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Transaction histories detailing payments made by Homeowner during the applicable billing period(s) through the Service are available online or may be requested by contacting Bank at (844) 739-2331 or via email at payments@allianceassociationbank.com. Bank only maintains a rolling thirteen (13) months of transaction histories; therefore, it is Homeowner's responsibility to download, save or print, as appropriate, any transaction histories Homeowner wishes to maintain.

It is Homeowner's responsibility to provide Bank with all required contact information including but not limited to a valid email address, complete and accurate billing address, phone number, or any other information related to Service or Homeowner's Property Account(s), and to maintain and update promptly any changes in this information. If any changes occur in such information, Homeowner must update his or her online payment profile or contact Bank directly by calling (844) 739-2331 at least fifteen (15) calendar days prior to the respective payment date to prevent any delay in payment processing.

By using Service to make Assessment payments, Homeowner expressly authorizes Bank to share any payment-related information with Association or other third party vendor that assists Bank with processing or coupon orders including but not limited to first and last name of Homeowner, billing address, phone number, email address, and/or any other information associated with an Assessment payment, Property Account, and/or correspondence with Bank regarding Homeowner or any payments scheduled or made using the Service. Deposit Account and Card numbers are not shared with Association.

Homeowner Responsibilities

As a user of Service, Homeowner agrees to be responsible for:

- Ensuring sufficient funds are or credit is, as the case may be, available on the payment date.
- Providing Bank with all required information about Homeowner's Property Account and Association. Bank shall not be liable for requested transactions that are not completed as a result of inaccurate or incomplete information provided by Homeowner.
- Scheduling a payment in such a manner so that Assessment is paid on time.
- Paying for any (i) late payment fee, finance charge or penalty assessed by the Homeowner's Association, or (ii) other demands made by the Homeowner's Association due to a default that may result from Homeowner's failure to schedule a payment in sufficient time to reach Association.
- Cancelling any recurring payment if Homeowner sells the subject property or if the obligation to make the payment is terminated.

Governing Law

These Terms and Conditions shall be construed and interpreted in accordance with all applicable federal law and regulations, and to the extent such law and regulations do not apply, with the laws of the state of Arizona, without regard to its conflict of law provisions. Even if a provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions of the Agreement will not be affected or impaired by such holding.

Termination of Service

Bank may terminate Service, an Association's participation in Service, and/or a Homeowner's access to or usage of Service pursuant to these Terms and Conditions at any time by giving all such parties written notice thereof, which written notice will be provided as far in advance of the date of termination or any scheduled payment settlement date as is commercially reasonable and/or is required by applicable law. Without limiting the foregoing, Bank may terminate Homeowner's ability or access to use the Service for excessive returned ACH Entries or Card Transactions, without



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recourse.

Contact Information

Please contact Bank with any questions concerning Service or these Terms and Conditions by writing at Alliance Association Bank, c/o Payment Support, 3033 W. Ray Road, #200, Chandler, AZ 85226, calling at (844) 739-2331 or emailing at payments@allianceassociationbank.com.



E-SIGN DISCLOSURE

This Electronic Signatures in Global and National Commerce Act (“E-SIGN”) Disclosure (“Disclosure”) applies to all communications for those products, services, and/or accounts offered or accessible through the Service that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

1. **Scope of Communications to Be Provided in Electronic Form.** By checking the box agreeing to the Terms and Conditions, Homeowner agrees Bank may provide any communications relating to the Service in electronic format, until Homeowner withdraws his or her consent as described below. Homeowner’s consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory communications associated with the Service;
- Notices or disclosures about a change in the Terms and Conditions, Assessments, or associated payments through the Service and any responses to claims;
- Privacy policies and notices; and
- Monthly (or other periodic) billing or account statements, as applicable, or such other communications Bank may include from time to time as part of the Service.

2. **Method of Providing Communications in Electronic Form.** All communications Bank provides to Homeowner in electronic form will be provided either (1) via email at the email address Homeowner specifies on the Service, (2) by access to the website that Bank will designate in an email notice it sends to Homeowner at the time the information is available, (3) to the extent permissible by law, by access to a website that will generally be designated in advance for such purpose, or (4) by requesting Homeowner download a PDF file containing the communication.

3. **How to Withdraw Consent.** Homeowner may withdraw his or her consent to receive communications in electronic form by contacting Bank at (844) 739-2331. Bank may treat Homeowner’s provision of an invalid email address or the subsequent malfunction of a previously valid email address as a withdrawal of Homeowner’s consent to receive electronic communications. Bank will not impose any fee to process the withdrawal of consent to receive electronic communications. Any withdrawal of consent to receive electronic communications will be effective only after Bank has a reasonable period of time to process such withdrawal.

4. **How to Update Homeowner Records.** It is Homeowner’s responsibility to provide Bank with valid, accurate and complete email address, contact information, and other information related to the Service, and to maintain and update promptly any changes in this information. Homeowner can update such information by logging on to the Service or by contacting Bank at (844) 739-2331.

5. **Hardware and Software Requirements.** In order to access, view, and retain electronic communications that Bank makes available to Homeowner, Homeowner must have the following:

- A computer or other mobile device;
- A compatible operating system, additional information can be found [here](#).
- A secure web browser, additional information can be found [here](#).
- Adobe Acrobat Reader 5.0 or higher (for Help files and viewing documents in PDF format);
- Printer (if Homeowner wishes to print documents); and
- WinZip 7.0 or higher (if Homeowner wishes to download documents).

Additional hardware or software requirements may apply. Refer to applicable browser or operating system manufacturer for additional specifications or requirements.

6. **Requesting Paper Copies.** Bank will not send a paper copy of any communication, unless Homeowner requests it or Bank otherwise deems it appropriate to do so. Homeowner can obtain a paper copy of any electronic communication by printing it or by requesting that Bank mail a paper copy, provided that such request is made no later than thirteen (13) months after Bank first made the electronic communication available to Homeowner. To request a paper copy, contact Bank by telephone at (844) 739-2331 or by email at payments@allianceassociationbank.com. Bank may charge a reasonable service charge for the delivery of paper copies of any communication provided electronically pursuant to Homeowner’s authorization. Bank reserves the right, but assumes no obligation, to provide a paper (instead of electronic) copy of any communication regardless of Homeowner’s authorization for electronic delivery.

7. **Communications in Writing.** All communications in either electronic or paper format from Bank to Homeowner will be considered “in writing.” Homeowner should print or download for his or her records a copy of the Terms and Conditions, this Disclosure, and any other communication that is important to Homeowner. Transaction histories provided through the Service are accessible via the Service for a period of thirteen (13) months. As provided above, paper copies may be requested, subject to any applicable fees and record retention requirements.

8. **Federal Law.** Homeowner acknowledges and agrees that his or her consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to E-SIGN, and that Homeowner and Bank both intend that E-SIGN apply to the fullest extent possible to validate Bank’s ability to conduct business with Homeowner by electronic means.

9. **Termination/Changes.** Bank reserves the right, in its sole discretion, to discontinue the provision of Homeowner’s electronic



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communications, or to terminate or change the terms and conditions on which Bank provides electronic communications. Bank will provide Homeowner with notice of any such termination or change as required by law.