

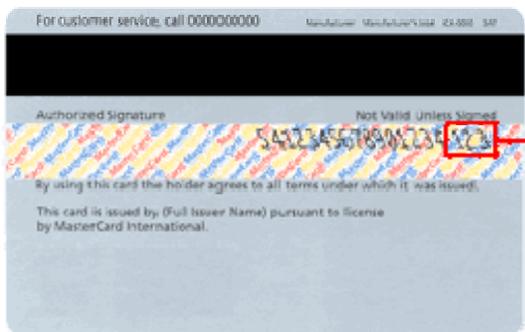
**CITY OF NORTH MIAMI BEACH  
ELECTRONIC BILL PRESENTMENT AND PAYMENTS  
TERMS OF SERVICE AGREEMENT**

**General.** The City of North Miami Beach's Online Payments service ("Online Payments") allows you to pay your City of North Miami Beach utility bill via the internet, as a one-time payment, or registering for the Electronic Bill Presentment and Payment ("EBPP") service. The City of North Miami Beach has contracted with High Cotton USA, Inc. to provide Online Payments for the collection and verification of banking and credit card payment transactions.

**BY ACCEPTING BELOW OR OTHERWISE USING ONLINE PAYMENTS, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ("AGREEMENT").**

- 1. Acceptance of Terms.** By accessing or using the City of North Miami Beach Online Bill Pay website, you agree to be bound by all of the terms and conditions of this Agreement. The City of North Miami Beach may modify this Agreement at any time, and you agree that such modifications will be effective immediately upon posting of the modified Agreement. You agree that by using our website after any such modifications, you will be deemed to have reviewed, agreed to and accepted the modified Agreement.
- 2. Services.** The City of North Miami Beach and its licensors, including High Cotton USA, Inc., currently provide the Electronic Bill Presentment and Payment ("EBPP") Service enabling customers to view their accounts and pay their bills online. The City of North Miami Beach will make every reasonable effort to ensure full performance of the EBPP Service and, on a timely basis, work with you to resolve any disputes that may arise.
- 3. Service Limitations.** The Online Bill Pay website employs security measures to protect against the loss, misuse, or alteration of information you provide. The City of North Miami Beach's Online Bill Pay server software conforms to industry standards utilizing Secure Sockets Layer (SSL) technology, which is among the best software available for securing commerce transactions. However, the City of North Miami Beach does not assume responsibility for malfunctions in public communications facilities not under its control that may affect the accuracy or timeliness of e-mail messages you receive. Any information sent by the City of North Miami Beach to you via e-mail is believed to be reliable. However, this information can only be provided on a best-efforts basis for your convenience and is not guaranteed. The City of North Miami Beach will not be liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any decision made using this information. Technical or other difficulties resulting in loss of data, personalization settings or other service interruptions cannot always be foreseen or anticipated. For this reason, you agree that the EBPP Services are provided "AS-IS," without warranties of any kind. The City of North Miami Beach does not assume responsibility for timeliness, deletion, missed delivery, or failure to store any user data, communications or personalization settings.
- 4. Use of Service.** You agree to use the service only for the purposes expressly provided for as set forth herein. You agree to provide true, accurate, current and complete information as requested in the EBPP registration form and account setup forms. You agree not to misrepresent your identity and you affirm that you are authorized to use the presented form of payment. You agree to keep your registration and account information up to date and accurate. You agree not to use the EBPP Service for illegal purposes or for the transmission of material that is unlawful; harassing; libelous (untrue and damaging to others); invasive of another's privacy; abusive; threatening; obscene, or which infringes others' rights. You also agree that you will not falsify, forge, or tamper with any information contained in the e-mails you receive as part of the Online Bill Pay service. The City of North Miami Beach and its affiliates reserve the right to suspend or refuse service, terminate accounts, block or terminate payment activity, remove or edit content, or cancel transactions at their sole discretion. Neither the termination nor suspension of your use of this service shall affect your liability or obligations for timely payment of your utility bills to the City of North Miami Beach.
- 5. Eligibility.** To use Online Payments, you must have an eligible City of North Miami Beach utility account. Ineligible utility accounts may only be paid by cash, money order, or cashier's check.

6. **Electronic Bill Presentment and Payment (EBPP) service.** Registering for this service requires having a valid email address. The EBPP service will allow customers to start receiving paperless bills, and no longer have them delivered by the postal service. Multiple utility accounts can be added to the registered user's account. When the next utility bill is generated, a notification will be sent to the registered email address. Paperless bills are available for viewing for up to one year. The EBPP service will allow the customer to pay their bill using a valid bank account or credit card.
7. **Automatic Payments.** Customers that register for the EBPP service may also enroll for automatic payments ("Autopay") whereby their bill is automatically paid 2 days before the due date, using their designated payment method. The customer may modify their designated payment method, or remove their Autopay as needed, while logged into the service.
8. **Password.** You must use a password to access the EBPP service. Your password has the same effect as your written signature in connection with EBPP. The City of North Miami Beach shall be entitled to rely on any payment orders or other entries or instructions made by or on behalf of any person using your password unless and until (i) you have revoked such authorization, changed your password and provided the City of North Miami Beach with written notice of such revocation, and (ii) the City of North Miami Beach has had a reasonable opportunity to act upon such notice. Passwords do not expire and may be changed while logged into the EBPP account.
9. **Bank Account or Credit Card.** To use Online Payments, you must designate an eligible savings/checking account for an electronic funds transfer ("ACH"), or a credit card ("Credit Card") at a bank or other eligible financial institution ("Financial Institution") from which payments will be made using Online Payments. Certain restrictions apply to international payments, as described below. You agree that, by scheduling automatic payments or a single payment, you authorize the City of North Miami Beach to initiate debit entries to your Credit Card/ACH in such amount(s), and to initiate any debit or credit entries to your Credit Card/ACH necessary to correct any error in a payment. You also authorize your Financial Institution to debit or credit your Credit Card/ACH in the amount of such payments or corrections. You promise that you have all necessary right, power, and authority to authorize such payment, and that you will take such steps as your Financial Institution requires to allow such authorization. This authorization shall remain in full force and effect until the City of North Miami Beach has received notice from you of your termination of such authorization in such time and in such manner as to afford the City of North Miami Beach and your Financial Institution reasonable opportunity to act on it.
10. **Credit Card Verification Number (CVN).** For your safety and security on all on-line transactions, you will be asked to provide your credit card verification number (CVN) in addition to your credit card number on the payment form.



**3 Digit Card Verification Number**

**What is the credit card verification number (CVN)?**

Visa, Mastercard, and Discover card verification numbers are 3- or 4-digit numbers that are printed on the back of your card. The CVN generally appears to the right of your card number.

American Express verification numbers are 4-digit numbers that are printed on the front of the card, above and to the right of your card number.

Verification numbers help us to confirm two things:

- Your credit card is in your possession.
- Your credit card account is legitimate.

Verification numbers are only on the card. They are not contained in the magnetic stripe information, nor do they appear on sales receipts or statements. Using the credit card verification number helps us minimize the risk of unknowingly accepting a counterfeit card or being a victim of fraud.

- 11. International payments.** Online Payments is unable to accept ACH payments from international Financial Institutions.
- 12. Payment Amount Limitations.** The amount of funds you may use is limited by the amount of available funds you have on your Credit Card/ACH, including any available overdraft protection you may have with your Financial Institution. You agree to maintain sufficient funds on your Credit Card/ACH to satisfy your bill payments and that the City of North Miami Beach will have no obligation to complete a transaction if sufficient funds are not available. Your access to your Credit Card/ACH also may be limited by your agreement(s) with your Financial Institution governing the Credit Card/ACH and by applicable law and regulations.
- 13. Payment Processing.** Online Payments is designed to be available seven days a week, 24 hours a day, and the City of North Miami Beach will endeavor to update account balance and activity information daily. However, the City of North Miami Beach shall not be liable for any inability to access Online Payments, or for the City of North Miami Beach's failure to update any information, for whatever reason. Payments received before Midnight Eastern time, Monday through Friday, will be credited to your City of North Miami Beach account the next business day. Payments made after Midnight Eastern time, Monday through Friday, or on weekends and holidays, will be credited to your account in two (2) business days. You are solely responsible for making payments prior to the due date, and you are solely responsible for any late fees charged by the City of North Miami Beach for payments not timely made. Late fees for payments made using Online Payments are the same as the late fees charged for mailed payments.
- 14. Fees.** The City of North Miami Beach does not charge you any fees for using Online Payments. However, your Financial Institution may charge you fees related to your Credit Card/ACH, including transaction fees or fees for attempting transfers without sufficient funds. If a transaction is not honored by your bank a fee may be charged to your City of North Miami Beach utility account.
- 15. Unauthorized Transfers.** If you believe that your password has been lost or stolen or that someone has improperly accessed your Credit Card through Online Payments without your permission, contact the City of North Miami Beach Customer Service immediately. You should also immediately contact your Financial Institution. Please be aware that you are solely responsible for any unauthorized transfers, although your Financial Institution may provide some form of fraud protection.
- 16. Termination of Online Payments.** You may choose to cancel Online Payments at any time with no fee. If you wish to discontinue Online Payments, or discontinue automatic payments while still using Online Payments to pay individual bills, you may. The City of North Miami Beach may suspend your access to Online Payments at any time, without notice and for any reason. The City of North Miami Beach will attempt to provide you with prior notice of suspension or termination, but the City of North Miami Beach will not be liable for any failure to do so. Neither termination nor discontinuation of Online Payments shall affect your liability for transactions initiated through Online Payments using your password.
- 17. Electronic Funds Transfer Errors.** In case of errors or questions about your Online Payments, contact the City of North Miami Beach by e-mail at: [customerservice@citynmb.com](mailto:customerservice@citynmb.com). You may also contact us at the following address or phone number: City of North Miami Beach, Attn: Customer Service (Online Payments), 17011 NE 19 AVE, North Miami Beach, FL 33162 Telephone: 305-948-2960, Monday through Friday from 8:15 a.m. to 4:15 p.m. Eastern Standard Time (excluding holidays).

The City of North Miami Beach cannot be held responsible for duplicate payments posted in error using Online Payments. Upon notification by a customer of a duplicate payment, the City will make every effort to void or credit the duplicate payment as soon as possible. The City of North Miami Beach must hear from you within sixty (60) days after the first statement on which the problem appeared was sent to you. Please tell us your name and Account number, describe the error or the transfer about which you are unsure and explain why you believe there is an error, and tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) business days.
- 18. Amendment/Assignment.** This agreement cannot be changed or any of the City of North Miami Beach's rights waived unless the City of North Miami Beach agrees in writing or you continue using the EBPP Service following receipt of notice of any changes proposed by the City of North Miami Beach. This agreement is personal to you and you may not assign it to anyone. All notices to you shall be in writing and shall be made either via email or conventional mail, at the City of North Miami

Beach's discretion. The City of North Miami Beach may broadcast notices or messages through the EBPP Service to inform you of changes to the Terms and Conditions, the EBPP Service, or other matters of importance, and such broadcasts shall constitute notice to you. All notices to the City of North Miami Beach must be made in writing. If any provision of these Terms and Conditions is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

- 19. Governing Law.** This Agreement shall be governed by the law of the State of Florida and venue lies in Miami-Dade County.
- 20. Use of Electronic Communication.** By accepting below or otherwise using Online Payments, you also agree that any and all disclosures and communications regarding Online Payments between you and the City of North Miami Beach, including this Agreement, may be made electronically, including by the City of North Miami Beach posting to its web site in accordance with applicable law. Any electronic disclosure or communication the City of North Miami Beach makes will be considered made when transmitted by the City of North Miami Beach.
- 21. Proprietary Rights.** You acknowledge and agree that the City of North Miami Beach and its licensor own all rights to this Web site and its content. You are only permitted to use this content as expressly authorized by the EBPP Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to attempt to or reverse-engineer or reverse-compile any of the technology used herein.
- 22. Advertising.** You agree that the City of North Miami Beach may display advertisements and promotions of all kinds in and with the Service.
- 23. Account Access.** You agree the City of North Miami Beach and its employees and agents may have access to your account and records in order to provide service.
- 24. Third Party Accounts.** By using the EBPP Service, you authorize the City of North Miami Beach to access third party sites designated by you, on your behalf, to retrieve information requested by you. You hereby permit the City of North Miami Beach to use information submitted by you to the EBPP Service to accomplish the foregoing.
- 25. Amendment/Assignment.** This agreement cannot be changed or any of the City of North Miami Beach's rights waived unless the City of North Miami Beach agrees in writing or you continue using the EBPP Service following receipt of notice of any changes proposed by the City of North Miami Beach. This agreement is personal to you and you may not assign it to anyone. All notices to you shall be in writing and shall be made either via email or conventional mail, at the City of North Miami Beach's discretion. The City of North Miami Beach may broadcast notices or messages through the EBPP Service to inform you of changes to the Terms and Conditions, the EBPP Service, or other matters of importance, and such broadcasts shall constitute notice to you. All notices to the City of North Miami Beach must be made in writing. If any provision of these Terms and Conditions is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.
- 26. Entire Agreement.** These Terms and Conditions are the entire understanding between you and the City of North Miami Beach companies with respect to the EBPP Service.
- 27. INDEMNIFICATION.** YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF NORTH MIAMI BEACH, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF: (I) CONTENT YOU MADE AVAILABLE THROUGH YOUR USE OF THE SERVICES; (II) YOUR VIOLATION OF THE TERMS OF USE; OR (III) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER
- 28. DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE EBPP SERVICE IS AT YOUR SOLE RISK. THE EBPP SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CITY OF NORTH MIAMI BEACH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE CITY OF NORTH MIAMI BEACH MAKES NO WARRANTY THAT:

1. THE EBPP SERVICE WILL MEET YOUR REQUIREMENTS.

2. THE EBPP SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
3. THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE EBPP SERVICE WILL BE ACCURATE OR RELIABLE.
4. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE EBPP SERVICE WILL MEET YOUR EXPECTATIONS.
5. ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BILLER OR THROUGH OR FROM THE EBPP SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

TO THE EXTENT THAT ANY PART OF THIS SECTION IS NOT CONSISTENT WITH ANY OTHER PART OF THESE TERMS AND CONDITIONS, THEN THIS SECTION WILL CONTROL.

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL THE CITY OF NORTH MIAMI BEACH, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE IN ANY WAY FOR ANY DAMAGES (WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF OR INABILITY TO USE THE EBPP SERVICE OR THE CITY OF NORTH MIAMI BEACH'S WEBSITE FOR ANY INFORMATION, CONTENT OR MATERIALS ON OR OBTAINED THROUGH THIS SITE OR ANY PRODUCTS OR SERVICES OBTAINED THROUGH AFFINITY PARTNERS OR THIRD PARTIES, IN EACH CASE REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, OR STRICT LIABILITY, OR OTHER THEORIES OF LIABILITY, OR FOR CONTENT, INCLUDING BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY OFFENSIVE, INDECENT, DEFAMATORY OR OTHERWISE OBJECTIONABLE NATURE OF ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OR VIEWING OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE BY USERS OF THE SERVICES.