

# Terms and Conditions

These Terms and Conditions, as they currently exist and as they may be amended from time to time by us (“Terms”) will govern your (“you”, “your”) use of the electronic payment portal provided by Noteflow™, its affiliates, designees, and other service providers (“Noteflow™”, “we”, “us”, or “our”), including but not limited to Automated Clearing House (“ACH”) payment transactions (the “Payment Services”). Terms expressly incorporate and include the Privacy Policy and Terms Of Use for any website(s) used by Noteflow™ in connection with the provision of the Payment Services (the “Site”).

## One-Time Payment Disclosure

I authorize Noteflow™, together with its affiliates, designees, and other service providers to electronically debit or charge my account for the amount of the Scheduled Payment. I agree to pay Noteflow™ the amount due representing charges incurred for the use of the software platform according to the terms listed in the payment schedule.

Payments may take 2 to 3 business days to be processed. Payments that occur on the weekends or holidays will be processed on the next business day. If this transaction is rejected for any reason, including but not limited to Non-Sufficient Funds (NSF), I understand that Noteflow™ may at its discretion contact me to attempt to process the charge again.

## Recurring Auto Pay Disclosure

I authorize Noteflow™, together with its affiliates, designees, and other service providers, to electronically debit or charge my account for the amount due for the applicable months. I agree that no prior notification will be provided if the total payment is less than the agreed upon amount.

I understand that Noteflow™, is to be notified of any changes in my address, phone number, email address or banking information by calling 913-228-1922. I understand that this authorization is to remain in effect until I contact Noteflow™, at info@noteflowinc.com and request a change.

I understand that this authorization will remain in effect until I notify Noteflow™, at info@noteflowinc.com and I agree to notify Noteflow™ by calling 913-228-1922 of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. Payments scheduled to occur on the weekends or holidays will be processed on the next business day. Payments may take 2 to 3 business days to be fully processed, but funds may be withdrawn from or charged to my account as soon as the above noted periodic transaction dates. If this transaction is rejected for any reason, including but not limited to Non-Sufficient Funds (NSF), I understand that the Payment System may at its discretion contact me to attempt to process the charge again, but future scheduled payments may continue.

1. **Use, Access and Security.** By your use of or access to the Site, you agree to be legally bound by, these Terms. In connection with providing the Payment Services, Noteflow™, will credit or debit the Account(s) which you provided upon enrollment in the Payment Services (“Account”), and may utilize the systems of a third party bank or service provider. Use of the Payment Services may require that you register to use the Payment Services, but may also include, at our discretion, the option to use as a “Guest”, and/or allow those persons that you authorize to use the Payment Services on your behalf (“Authorized Users”). Only Authorized Users will be allowed to use the Payment Services on your behalf. To use the Payment Services, you may be required to provide us or third parties with additional information which Noteflow™, may request. Noteflow™, may require that each Authorized User have a user-specific user ID and password to use the Payment Services (“User IDs”), and access to certain Payment Services may require invitation codes, access codes, security question answers, or authorization procedures (“Codes”), which may be assigned to you by us. Authorized Users are not allowed to share or grant another person access to use such Authorized User’s User IDs or any of the Codes. You will ensure that you, and each Authorized User, maintains in the strictest confidence any User IDs and/or Codes which may be assigned to or chosen by you or such Authorized User, respectively. You acknowledge and agree that you will be solely responsible for any transactions, costs, damages or changes which are in any way related to the Account or the Payment Services, which are authorized, made or incurred by any person using your User IDs or Codes, or the User IDs or Codes of any Authorized User. Noteflow™ is not liable for any harm associated with theft or unauthorized use of any User IDs or Codes used by you or an Authorized User, or for any unauthorized use of any information on the Site by any person or entity other than us. You will immediately notify Noteflow™ of any unauthorized use of your or any Authorized User’s User ID, Codes or any of the Account. You will notify Noteflow™ immediately by calling customer service at 913-228-1922 if any Authorized User is no longer authorized to transact business or make changes on your behalf. You agree that: (i) Noteflow™ may process all instructions related to the Payment Services that are or appear to be submitted by an Authorized User and that such instructions are effective even if not authorized by you; (ii) you will protect your Account(s) from misuse; and (iii) you will promptly review all electronic statements, notices and transaction information made available to you and you will report all unauthorized transactions and errors involving the Payment Services to us immediately. Noteflow™ may limit, restrict or terminate, in our sole discretion, your rights to use all or any portion of the Payment Services or all or any portion of the Site, if you or any Authorized User violate these Terms, or if Noteflow™ otherwise determines your continued use of the Payment Services poses a security risk.
2. **ACH.** By using the Payment Services, you authorize us, acting directly or indirectly on behalf of or through any third party, to credit or debit your Account(s) in connection with processing transactions between you and any third party(ies). Noteflow™ may rely upon all Account information and identifying numbers provided by you upon enrollment in the Payment Services to receive payment. Noteflow™ may rely on the routing and Account numbers you provided even if they identify a financial institution, person or Account other than the one named by you upon enrollment. You will comply at all times with all applicable laws, rules, regulations and orders of any federal, state, local or foreign governmental authority (“Laws”), rules and guidelines related to electronic funds transfers, including without limitation, the operating rules, regulations and guidelines of the National Automated Clearing House Association (“NACHA”), as in effect from time to time. Noteflow™

may make adjustments to your Account Numbers whenever a correction or change is required. For example, if Noteflow™ makes an error with respect to your Account, you agree that Noteflow™ may correct such error immediately and without notice to you. Such errors may include, but are not limited to, reversing an improper credit/debit to your Account or correcting calculation and input errors. Noteflow™'s right to make adjustments will not be subject to any limitations or time constraints, except as required by Law.

3. **Representations, Warranties and Covenants.** You represent and warrant that (a) your use of and access to the Site and the Payment Services are subject to these Terms and will be for your internal use and benefit only and for no other purpose, (b) you are solely and exclusively responsible for full compliance with the Terms by each Authorized User, you, or anyone acting on your behalf, and (c) all information which any Authorized User, you, or anyone acting on your behalf provides to us will be accurate and complete.
4. **Payments.** Please be aware that certain types of bank Account have limits on the numbers of transfers or withdrawals that may be made per month. Your bank may refuse transfers which would exceed such limits, so we recommend you check with your bank to determine what limitations are imposed on withdrawals from any Account. If we are not able to debit the amount required to cover an authorized payment and any fees from your Account, we will not be able to make the payment you have authorized, and will not be held liable for any costs, damages, etc., caused by the failure to make the payment. We have no obligation to try to debit an Account for a specific payment more than once. You may be responsible for fees charged by your bank or financial services provider resulting from your use of the Payment Services, including any overdrafts or returned item fees. We will have no liability if, through no fault of ours, your Account is subject to holds or restrictions or does not contain sufficient available funds for us to debit the Account in the amount of the payment due.
5. **Amendments.** Noteflow™ may add, remove, change or otherwise modify any of these Terms at any time without giving you advanced notice. Payment Services will be governed by these Terms as amended and your continued use of the Site or the Payment Services constitutes your agreement to be bound by the amended Terms. Noteflow™ may also modify, terminate or discontinue some or all of the Payment Services at any time and will provide notice of such changes only as required by Law.
6. **Ownership of Intellectual Property.** No rights or licenses, whether express, implied, arising by estoppel or otherwise are conveyed or intended by these Terms or your use of the Payment Services or the Site(s), other than the right to use the Payment Services as set forth in these Terms. To facilitate your use of the Payment Services, Noteflow™ may make certain software available to you. Your use of such software will be subject to these Terms unless stated separately in a license agreement included with such software.
7. **Indemnification.** You agree to indemnify, defend and hold Noteflow™ and its affiliates, owners, directors, managers, officers, employees, agents and representatives (collectively, "Noteflow™ Parties"), and each of them, and any other third party providing any part of the Payment Services harmless from and against any and all losses, fines, liabilities, costs, damages and expenses, including litigation expenses and reasonable attorneys' fees and allocated costs for in-house legal services arising from or incurred as the result of (a) your breach of these Terms; (b) unauthorized or unlawful use of the Payment Services or the Site by you, any Authorized User, or anyone acting on your behalf; (c) the unauthorized or unlawful use of the Payment Services or the Site by any other person using your or an Authorized User's User ID and/or Codes and/or other personal information; (d) any inaccurate or incomplete data an Authorized User, you, or anyone acting on your behalf provides or fail to provide to us; (e) failure to timely update information by an Authorized User, you or anyone acting on your behalf; (f) the negligence or willful misconduct of an Authorized User, you or anyone acting on your behalf; or (g) violation of any Laws or these Terms by an Authorized User, you, or anyone acting on your behalf. You will be liable for, and will indemnify, hold harmless and defend the Noteflow™ Parties, and each of them, and any third party providing any part of the Payment Services from and against, all fines levied against such Noteflow™ Parties or such third party by NACHA or any governmental authority or agency arising from or in connection with acts, negligence, or intentional misconduct related to use of Payment Services by an Authorized User, you, or anyone acting on your behalf.
8. **Disclaimer.** To the maximum extent permitted by applicable law, Noteflow™ disclaims all warranties with respect to the payment services, the site, the services and products provided in this document, whether express, implied, statutory or otherwise, including without limitation any warranty of merchantability, quality, accuracy, fitness for use for a particular purpose or non- infringement. The payment services are provided to you on an as-is basis, and your use of the payment services and the site is at your own risk. Noteflow™ makes no representations or warranties that your access to and use of the payment services or the site (i) will be uninterrupted or error free, (ii) is free of viruses, unauthorized code, or other harmful components or (iii) is completely secure. You acknowledge that technical problems may delay, interrupt, or prevent the use of the site or the payment services. Noteflow™ makes no representations or warranties whatsoever with respect to any third-party products used as part of the payment services. Noteflow™ does not guarantee the payment or timing of payments of any claims or matters submitted through the payment services. Noteflow™ will not be liable if circumstances beyond our control prevent a payment, despite reasonable precautions Noteflow™ has taken. The data that is available to you through the payment services has been or may have been received by us from third parties and other third-party sources. Noteflow™ does not assume any responsibility for, warrant, guarantee, or verify the accuracy or reliability of such data. Your reliance upon such data as obtained by you through the payment services and/or the site is solely at your own risk. Noteflow™ is not liable or responsible for any of your actions or inactions related to your use of the payment services, including but not limited to your violation of any laws or your improper or illegal transfer of confidential

information. Certain state laws do not permit the exclusion or limitation of implied warranties, thus some of these limitations may not apply to you and you may have additional rights.

**9. Limitation of Liability.**

- a. In no event will Noteflow™ parties be liable for any direct, indirect, incidental, compensatory, consequential, punitive or special damages (including lost business, lost sales, loss of any goodwill, and lost profits), that arise from, relate to, or in connection with (1) your use of the site(s), content or the payment services, (2) your inability to use or access the site(s), (3) any products or services provided by Noteflow™, including but not limited to the payment services, or (4) errors, omissions, defects, security breaches, untimeliness, or any other failure to perform by Noteflow™ or any of Noteflow™ content providers. This limitation applies to all causes of action in the aggregate, including without limitation, breach of contract, breach of warranty, negligence, defamation, strict liability, misrepresentation, and other torts, as well as third party claims. The foregoing exclusion applies, even if Noteflow™ has been advised of the possibility of such damages or claims by you or any third party relative to the payment services provided hereunder, or whether such damages were foreseeable by Noteflow™.
- b. Under no circumstances will Noteflow™'s financial responsibility for any act or failure to act by us under these terms exceed the lesser of (1) thousand dollars (\$1,000.00) or (2) the amount of fees you have paid using the payment services in the one (1) year period immediately preceding the day the act or omission occurred that gave rise to the claim.

**10.** You agree that the foregoing limitation of liability is an agreed upon allocation of risk between you and Noteflow™ and reflects the fees, if any, Noteflow™ charges for the payment services. You acknowledge that absent your agreement to this limitation of liability, Noteflow™ would not provide the payment services to you. Certain state laws do not allow the exclusion or limitation of damages, so some of these limitations may not apply to you and you may have additional rights.

**11. Notice.** Any notice required or permitted to be given to you pursuant to these Terms may be provided to you electronically at the email address provided by you upon enrollment in the Payment Services. Any notice required or permitted to be given to us pursuant to these Terms will be provided in writing to Noteflow™, 13160 Foster, Suite 100, Overland Park, Kansas 66213, Attn: Managing Counsel. Written notices will be effective only upon actual receipt.

**12. Entire Agreement; Termination.** These Terms (in addition to any agreement authorized by you upon your enrollment in the Payment Services) constitute the only and entire agreement relating to your use of and access to the Payment Services and the Site(s), and all prior negotiations, agreements and understandings, whether oral or written, are superseded or canceled. These Terms will continue to apply as long as any Authorized User, you, or anyone acting on your behalf continue to use and/or access the Payment Services. Noteflow™ may terminate the right to use and/or access the Payment Services and the Site(s) at any time, with or without cause. You may terminate your use of the Payment Services at any time by providing prior notice by calling customer service at 913-228-1922, and immediately ceasing use of the Payment Services.

**13. Governing Law and Venue; No Trial by Jury; Survival.** The laws of the State of Kansas will govern these Terms and all disputes arising under these terms and conditions. You agree that jurisdiction and venue are proper in the State of Kansas for the resolution of any dispute arising hereunder. Each party waives the right to have trial by jury.

**14. Force Majeure.** Noteflow™ will not be liable or responsible to you for delays or failures in performance resulting from acts, causes, circumstances or events beyond Noteflow™'s reasonable control, including but not limited to, acts of nature and natural disasters, inclement weather, governmental actions, fire, flood, delays due to third party vendors, telecommunications or power outages, equipment failures, terrorism, nuclear, cyber, chemical or biological attack, war or civil disturbances

**15. Miscellaneous.** If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Nothing contained in these Terms shall be construed as constituting a partnership, joint venture or agency between you and us. You shall not assign these Terms, directly or by operation of law, without our prior written consent. Any attempted assignment without such consent will be void. Noteflow™ may assign its rights hereunder, in whole or in part, at any time in our sole discretion. No waiver or failure to exercise any option, right, or privilege under these Terms will be construed to be a waiver of the same or any other option, right or privilege on any other occasion. You agree to cooperate fully with us in furnishing any information, documentation or performing any action requested by us.

**16. Materials Provided to Noteflow™.** Noteflow™ does not claim ownership of the materials User provides to Noteflow™ (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") User's Submission, User is granting Noteflow™ its affiliated companies and necessary sub-licensees permission to use User's Submission in connection with the operation of their Internet businesses (including, without limitation, all Noteflow™ Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User's Submission; to publish User's name in connection with User's Submission; and the right to sublicense such rights to any supplier of the Services. No compensation will be paid with respect to the use of User's Submission. Noteflow™ is under no obligation to post or use any Submission User may provide and Noteflow™ may remove any Submission at any time in its sole discretion. By Posting a Submission, User warrants and represents to own or otherwise control all of the rights to User's Submission as described in these Terms of Use including, without limitation, all the rights necessary for User to provide, post, upload, input or submit the Submissions.

In addition to the warranty and representation set forth above, by Posting a Submission that contain images, photographs,

pictures or that are otherwise graphical in whole or in part ("Images"), User warrants and represents that (a) User is the copyright owner of such Images, or that the copyright owner of such Images has granted User permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of User's use and as otherwise permitted by these Terms of Use and the Services, (b) User have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By Posting Images, User is granting (a) to all members of User's private community (for each such Images available to members of such private community), and/or (b) to the general public (for each such Images available anywhere on the Services, other than a private community), permission to use User's Images in connection with the use, as permitted by these Terms of Use, of any of the Services, (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User's Images without having User's name attached to such Images, and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for Images will terminate at the time User completely remove such Images from the Services, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the time User completely remove such Images. No compensation will be paid with respect to the use of User's Images.

17. **Electronic Communications.** From time to time you may receive disclosures, notices, documents and information ("Communications") from Noteflow™. We can only give you the benefits of our service by conducting business through the Internet, or other electronic channels and therefore we need you to consent to our giving you Communications electronically. This section informs you of your rights when receiving Communications from us electronically. You agree that all Communications from us and our respective agents relating to your use of this platform may be provided or made available to you electronically by e-mail, SMS or at our website. You agree that all Communications from us and our respective agents relating to your use of this platform may be provided or made available to you electronically by e-mail, SMS or at our website. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions through the Site. Please keep us informed of any changes in your email address or mobile number so that you continue to receive all Communications without interruption.
18. **Equipment.** User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of [www.nplmanager.com](http://www.nplmanager.com) and all charges.
19. **Hardware and Software Requirements.** To access and retain the Communications electronically, you will need to use a computer with Chrome 73 or above, Firefox 30.0 or above, or similar software, Adobe Acrobat and hardware capable of running this software. You may also require a mobile phone – Android or IOS or Windows or any other operating system, to receive alerts via SMS and access our website through the mobile device.