

## **Rentec EasyPay™ User Agreement & Terms of Use**

This User Agreement ("Agreement") is a contract between you ("Landlord") and Rentec Direct LLC. ("Rentec Direct") and applies to your use of Rentec Direct's Services. You must read, agree with and accept all of the terms and conditions contained in this Agreement.

We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it.

This is an important document which you must consider carefully when choosing whether to use the Services provided by Rentec Direct. This Agreement also highlights certain risks on using the Services.

Please note the following risks of using the Rentec Direct service:

- Payments received into your account may be reversed at a later time for example, if such a payment is subject to a Chargeback, Reversal, Claim or otherwise invalidated. This means that for some of our landlords, payments received into their Account may be returned.
- We may close, suspend, or limit your access to your Account or our Services, and/or limit access to your funds for up to 180 Days if you violate this Agreement, or any other agreement you enter into with Rentec Direct.
- If you wish to open a Dispute, you must do so within 45 days of being charged for services.

### **1. Our Relationship With You.**

1.1 Rentec Direct is only a Payment Service Provider. Rentec Direct helps you make payments to and accept payments from third parties. Rentec Direct is an independent contractor for all purposes, except that Rentec Direct acts as your agent only with respect to the custody of your funds. Rentec Direct does not have control of or liability for the products or services that are paid for with our Service. We do not guarantee the identity of any User.

1.2 Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without Rentec Direct's prior written consent. Rentec Direct reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

1.3 Notices to You. You agree that Rentec Direct may provide notice to you by posting it on our website, emailing it to the email address listed in your Account, or mailing it to the street address listed in your Account. Such notice shall be considered to be received

by you within 24 hours of the time it is posted to our website or email to you unless we receive notice that the email was not delivered. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting Rentec Direct. Rentec Direct will charge you a Records Request Fee of \$25 to provide a paper copy.

1.4 Transaction History. You may view your transaction history by logging into your Rentec Direct Account and looking at your Account History. You agree to review your transactions through your Account History instead of receiving periodic statements by mail.

1.5 Landlord acknowledges that Rentec Direct is only processing the electronic transactions that the Landlord or Tenant initiates and does not hold itself out as a collection agency. Additionally, it is the Landlord's responsibility to ensure that such transactions are received in a timely basis according to the terms of the separate lease/rental agreement executed between the Landlord and Tenant. Any dispute between the Tenant and Landlord regarding amount of payment, timing of payment, lack of payment, late-charges incurred, overdue rent and the like will be handled exclusively between the Tenant and Landlord. Any requests to Rentec Direct to return funds previously collected will be considered a Chargeback.

## **2. Eligibility and Types of Accounts.**

2.1 Eligibility. To be eligible for our Services, you must be at least 18 years old and a resident of the United States. This Agreement applies only to Users who are residents of the United States.

2.2 Identity Authentication. You authorize Rentec Direct, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or credit worthiness. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, or ordering a credit report and verifying your Information against third party databases or through other sources.

2.4 Credit Report Authorization. If you open a Landlord Account, you are providing Rentec Direct with your written instructions to obtain your personal and/or business credit report from a credit bureau. Rentec Direct may obtain your credit report: (a) when you open an Account with Rentec Direct, or (b) any time thereafter if Rentec Direct reasonably believes there may be an increased level of risk associated with your Account. An increased level of risk includes, but is not limited to, a high number of chargebacks or reversals, or suspicious activity associated with your Account.

### **3. Sending Money.**

3.1 Sending Limits. We may, at our discretion, impose limits on the amount of money you can send or receive through our Service.

3.2 Bank Transfers. When you initiate an online rent payment, you are requesting an electronic transfer from your bank account. For these transactions, Rentec Direct will make electronic transfers via ACH from your bank account in the amount you specify. You agree that such requests constitute your authorization to Rentec Direct to make the transfers. Once you have provided your authorization for the transfer, you will not be able to cancel the electronic transfer. You give Rentec Direct the right to resubmit any ACH debit you authorized that is returned for insufficient or uncollected funds.

3.3 Refused and Refunded Transactions. When you send money, the recipient is not required to accept it. You agree that you will not hold Rentec Direct liable for any damages resulting from a recipient's decision not to accept a payment made through the Service. We may return any unclaimed, refunded or denied payment within 30 Days of the date you initiate payment.

3.4 Recurring Payments. A Recurring Payment is a payment in which you authorize a Rentec Direct to directly charge your bank account on a one-time, regular, or sporadic basis. An example of a Recurring Payment is where you agree to send a payment every month on a certain day of the month.

3.5 Canceling Recurring Payments. You may cancel a Recurring Payment at any time up to 3 Business Days prior to the date the payment is scheduled to be made. To cancel a Recurring Payment, log in to your Account and change the auto-payment settings.

3.6 Any transfer interventions, cancellations and/or requests made by landlord to Rentec Direct to transfer funds to or from any account other than the bank account linked to Rentec EasyPay (as provided with the application and/or account update forms) will incur a \$35 per instance manual processing fee.

#### **4a. Receiving Money (without a merchant account)**

4a.1 Payment Review. Payment Review is a process by which Rentec Direct reviews certain potentially high-risk transactions. If a payment is subject to Payment Review, Rentec Direct will place a hold on the payment until such time as the payment has cleared with the receiving bank. If an account triggers a high frequency of payment reviews, access to debit from that account may be restricted.

4a.2 Risk of Reversals, Chargebacks and Claims. When you receive a payment, you are liable to Rentec Direct for the full amount of the payment plus any Fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you

will be responsible for the amount of the payment, plus the applicable fees associated with the cancellation of the payment. You agree to allow Rentec Direct to recover any amounts due to Rentec Direct by debiting your bank account. If there are insufficient funds in your bank account to cover your liability, you agree to reimburse Rentec Direct through other means. If a backup payment method is on file and is required to be used for backup purposes to recover a reversed payment, a 5% of the transaction amount fee will be added to use the backup source.

4a.3 Landlord agrees to have tenants provide to Rentec Direct an authorization form for deducting funds from their checking or savings account. Rentec Direct will provide this form and the form must be returned to Rentec Direct prior to any ACH payments processing. Further, if Tenant requests Landlord to stop any future or recurring transactions, Landlord must notify Rentec Direct immediately to stop any future transactions by logging into the Landlord Portal at <http://www.rentecdirect.com/> and stopping any scheduled payments. Alternatively, an email can be sent to [easympay@rentecdirect.com](mailto:easympay@rentecdirect.com) with the requested results.

4a.4 If Landlord chooses to accept credit card payments without a merchant account, Rentec Direct will add a 5% convenience fee to all payments received. The convenience fee will be added to the payment amount and processed in the same transaction. The funds collected, minus the convenience fee, will be forwarded or credited to Landlord.

Note: Receiving funds without a merchant account typically happens within 4-6 business days for credit transactions and 7-11 business days for ACH transactions; however, timings do vary from bank to bank.

#### **4b. Receiving Money (with a merchant account)**

4b.1 If you complete and are approved for a merchant account with an approved merchant provider, your payments may be transmitted to your merchant provider by Rentec Direct; however, all transfer activity will happen directly between Landlord and Landlord's merchant provider. Rentec Direct is therefore not responsible for nor have any way to track or verify funding in either direction. Landlord will consult their merchant provider with any funding questions or disputes. Landlord will consult their merchant provider for any rules or regulations required for their industry.

Note: Receiving funds with a merchant account typically happens within 2-3 business days for credit transactions and 4-7 business days for ACH transactions; however, timings do vary from bank to bank.

#### **5. Closing Your Account.**

5.1 How to Close Your Account. You may close your Account at any time contacting us by email to [easympay@rentecdirect.com](mailto:easympay@rentecdirect.com). Send the email from an address registered to

your account and provide contact information, including a daytime phone number, so we can verify the validity of the request. Alternatively, you can close your account by sending a letter via first class mail to Rentec Direct, 301 NE 6<sup>th</sup> St, Grants Pass, OR 97526. Upon Account closure, we will cancel any pending payments. You are responsible for making sure that there is no pending payment prior to closing your Account.

5.2 Dormant Accounts. If you do not log in to your account for 6 or more months, Rentec Direct may automatically close your Account.

### **6a. Fees (without a merchant account)**

All fees are in U.S. Dollars unless otherwise stated.

#### *Main Fees:*

Per ACH Transaction:	\$ 2
Per Credit Card Transaction:	\$ .50
Monthly:	\$ 0
Setup:	\$ 25

#### *Additional Fees:*

Rejected Payment:	\$ 5
Chargeback:	\$ 35

Rejected Payments occur when the account being debited either has non sufficient funds, or the account is invalid, closed, or rejected. Chargeback's occur after a payment has been accepted and the owner of the debited account informs their bank that the charge was not authorized or if a request is made to return previously debited funds to a tenant.

If a billing method is not provided by Landlord within the Settings interface, the Landlord's ACH information will be used to re-imburse Rentec Direct for these and any other fees, which will include Rentec Direct membership/subscription costs.

### **6b. Fees (with a merchant account)**

All fees are in U.S. Dollars unless otherwise stated.

Per ACH Transaction:	\$ .50
Per Credit Card Transaction:	\$ .50
Monthly:	\$ 0
Setup:	\$ 25

Other fees will be charged by your merchant provider directly.

## **7. Restricted Activities.**

7.1 Restricted Activities. In connection with your use of our website, your account, or the Services, or in the course of your interactions with Rentec Direct, a User or a third party, you will not:

- a. Breach this Agreement or any other agreement that you have entered into with Rentec Direct (including a Policy);
- b. Violate any law, statute, ordinance, or regulation;
- c. Provide false, inaccurate or misleading Information;
- d. Send or receive what we reasonably believe to be potentially fraudulent funds;
- e. Use an anonymizing proxy;
- f. Conduct your business or use the Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to Rentec Direct, a User, a third party or you;
- g. Use your Account or the Services in a manner that Rentec Direct, NACHA, Our Banks, Visa, MasterCard, American Express or Discover reasonably believe to be an abuse of the ACH or credit card system or a violation of credit card or NACHA association rules;

## **8. Your Liability - Actions We May Take.**

8.1 Your Liability. You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by Rentec Direct, a Rentec Direct User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the Services. You agree to reimburse Rentec Direct, a User, or a third party for any and all such liability.

8.2 Reimbursement for Your Liability. In the event that you are liable for any amounts owed to Rentec Direct, Rentec Direct may immediately remove such amounts from your bank account. If you do not have a Balance that is sufficient to cover your liability, your Account will have a negative Balance and you will be required to immediately add funds to your Balance to eliminate the negative Balance. If you do not do so, Rentec Direct may engage in collection efforts to recover such amounts from you.

8.3 Actions by Rentec Direct. If we have reason to believe that you have engaged in any Restricted Activities, we may take various actions to protect Rentec Direct, a User, a third party, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a. We may close, suspend, or limit your access to your Account or the Services (such as limiting access to any of your Payment Methods, and your ability to send money, make withdrawals, or remove financial Information);
- b. We may update inaccurate Information you provided us;

- c. We may refuse to provide our Services to you in the future;
- d. We may hold your funds for up to 180 Days if reasonably needed to protect against the risk of liability; and
- e. We may take legal action against you.

8.4 Rentec Direct, in its sole discretion, reserves the right to terminate this Agreement, access to its website, or access to the Service for any reason and at any time upon notice to you and payment to you of any unrestricted funds held in custody for you.

8.5 Account Closure, Termination of Service, or Limited Account Access. If we close your Account or terminate your use of our Services for any reason, we will provide you with notice of our actions. If we limit access to your Account, we will provide you with notice of our actions and the opportunity to request restoration of access if appropriate.

8.6 Reserves. If you receive high volume of payments, Rentec Direct, in its sole discretion, may place a Reserve on funds held in your Account when Rentec Direct believes there may be a high level of risk associated with your Account. If your Account is subject to a Reserve, Rentec Direct will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in reserve, or anything else that Rentec Direct determines is necessary to protect against the risk associated with your Account. Rentec Direct may change the terms of the Reserve at any time by providing you with notice of the new terms.

## **9. Disputes with Rentec Direct.**

9.1 Contact Rentec Direct First. If a dispute arises between you and Rentec Direct, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. If those attempts fail, the dispute will be mediated by a mutually acceptable mediator to be chosen by Rentec Direct and Landlord within 30 days after written notice by either party demanding mediation. Any party who shall be found to have failed or refused to mediate or failed to mediate in good faith shall not be entitled to any recovery or award of their attorney's fees.

Neither party may unreasonably withhold consent to the selection of a mediator. Rentec Direct and Landlord will share the cost of mediation equally, provided however that each party shall be responsible for their attorney's fees, costs for witnesses and any other such legal fees or costs. A party may postpone mediation for a reasonable time not to exceed 60 days for the purpose of conducting specified and limited discovery regarding the dispute and the parties shall reasonably cooperate in facilitating such discovery.

9.2 Arbitration. Except as may otherwise be provided in this agreement, any controversy or claim arising out of or relating to this agreement, or the breach thereof, or to the existence, scope, or validity of this agreement or the arbitration agreement, shall be settled by arbitration administered by the Arbitration Service of Portland and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

If Landlord files a claim or counterclaim against Rentec Direct, Landlord may only do so on an individual basis and not with any other Landlord or as part of a class or consolidated action. Landlord waives all rights to trial by jury or to any court. All arbitration proceedings shall be held in the City of Grants Pass, Oregon. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of this agreement.

Notwithstanding the provisions in these Policies and Procedures requiring the arbitration of disputes, Rentec Direct may take any collection measures as may be permitted under law for the recovery of amounts due, including without limitation filing suit in the appropriate courts. Landlord agrees to pay Rentec Direct's costs of collecting overdue amounts from Landlord, including court costs, and Rentec Direct's reasonable attorney fees, regardless of whether suit or action is required.

Nothing in this agreement shall prevent Rentec Direct from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Rentec Direct's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

9.3 Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEB SITE, OUR SERVICE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

9.4 No Warranty. RENTEC DIRECT, OUR PARENT, EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR SERVICES AS IS AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. RENTEC DIRECT, OUR PARENT, EMPLOYEES AND OUR



SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Rentec Direct does not have any control over the services that are paid for with our Service and Rentec Direct cannot ensure that a tenant or a landlord you are dealing with will actually complete the transaction or is authorized to do so. Rentec Direct does not guarantee continuous, uninterrupted or secure access to any part of our Service, and operation of our site may be interfered with by numerous factors outside of our control. Rentec Direct will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Rentec Direct makes no representations or warranties regarding the amount of time needed to complete processing because our Service is dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some states do not allow the disclaimer of 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.

9.5 Maximum liability for Rentec Direct. In the event of any dispute or failed transaction with Rentec Direct, the maximum liability for Rentec Direct will be the fee we charged to process the transaction. This fee is typically \$0.50 to \$2 per transaction.

9.6 Indemnification. You agree to defend, indemnify and hold Rentec Direct, its parent, officers, directors and employees harmless from any claim or demand (including attorneys fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Services.

9.7 Witness/Deposition Service. If a representative of Rentec Direct is needed to testify as a witness for an appearance outside of Josephine County, Oregon, Landlord agrees to provide in advance, full reimbursement for travel expenses including but not limited to airfare, lodging, and meals. Hourly reimbursement to Rentec Direct for each hour a representative is traveling and present at the remote location must be pre-arranged and paid for in advance at a rate of \$65 per hour, not to exceed 12 hours per day.

## 10. Definitions

- a. "ACH" means the Automated Clearing House network.
- b. "Agreement" means this agreement including all subsequent amendments.
- c. "Authorize" or "Authorization" means you authorize Rentec Direct to collect a payment from your Account.
- d. "Business Days" means Monday through Friday, excluding Holidays.
- e. "Chargeback" means a request that a buyer files directly with his or her credit card company or bank to invalidate a payment.
- f. "Days" means calendar days.
- g. "Rentec Direct," "we," "us" or "our" means Rentec Direct, Inc. and its subsidiaries and affiliates.
- h. "Landlord," "you" or "your" means you and any other person or entity using the Service.
- i. "Tenant," and "Renter" means the individual or organization who has a contract with the Landlord to rent or lease a property managed by the Landlord.
- j. "Services" are the electronic or non-electronic products provided by Rentec Direct to Landlord. Examples include: website access, ACH, credit card processing, online accounting, and property management software.

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