



Paymode-X[®] Terms of Use

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Welcome to Paymode-X! This document describes the rights and obligations you have utilizing Bottomline's Paymode-X network.

1. YOUR RELATIONSHIP WITH BOTTOMLINE

- a. Your organization's use of Bottomline's Paymode-X[®] proprietary software, available at <https://secure.paymode.com/paymode/login.jsp> ("Services") is subject to your agreement to be bound by the terms and conditions set forth herein (the "Terms of Use").
- b. By accepting the Terms of Use you are: i) entering into a legally binding agreement between your organization and Bottomline Technologies, Inc. ("Bottomline"); and ii) acknowledging that you have authority to do so. The terms "you" and "your" as used in the Terms of Use shall mean your organization.

2. USE OF THE SERVICES

- a. By accepting these Terms of Use and enrolling in the Services Network, you shall have a nonexclusive, nontransferable, revocable license to access and use the Services for your internal business purposes. The Services and all intellectual property rights embodied therein remain the exclusive property of Bottomline and its licensors at all times and will only be used strictly in connection with the Services.
- b. You shall not: i) remove or alter any copyright notices or other proprietary legends contained in the Services; ii) disassemble, decompile, or reverse engineer the Services; iii) access the Services through any automated or semi-automated means, including spiders, robots, crawlers, indexers, scripts for screen or database scraping, or any other program, device, process or methodology that results in the collection of information through automated access to the site; or iv) use the Services in violation of any law or regulation. You are responsible for all activity occurring through your user accounts. Bottomline may suspend any user account(s) that Bottomline reasonably believes are not authorized or are being used in violation of the Terms of Use or in any manner other than as intended or authorized by Bottomline, including any activity harmful or potentially harmful to the Services. Bottomline will promptly notify you of any suspension, and will work with you in good faith to resolve the issue(s) that prompted such suspension.
- c. You are responsible for maintaining adequate security and control of any and all user IDs, passwords, cryptographic keys, and other access credentials (collectively "Access Credentials"), as well as any computer, telephone or other device associated with your email address(es) and phone number(s) (each a "Device") that are used to access the Services. You agree to promptly notify your Membership Administrator, as applicable, with concurrent notice to Bottomline by telephone as confirmed in writing, if the confidentiality of any Access Credentials or your control of any Device is compromised.

3. ACCOUNT PROFILE AND DUE DILLIGENCE

- a. You are responsible for keeping all information in your account profile accurate and up-to-date, including, as applicable: i) proper identification of bank account(s); ii) credit card identifiers and acquiring bank information; iii) authorized users and their entitlements; iv) e-mail addresses, phone numbers, and mailing address(es); and v) and other identifiers as may be required for your use of the Services. Bottomline will have no liability for relying on any information you provide. If the wrong bank account is credited in reliance upon information you provided, both parties will cooperate to attempt to recover the payment from the actual recipient(s), but you acknowledge that recovery may not be possible.
- b. All use of the Services is subject to Bottomline completing and being satisfied with, the results of all due diligence and verification of information that Bottomline deems appropriate to comply with all laws and regulations associated with “know your customer” requirements (“KYC”). You authorize Bottomline, directly or through third parties, both initially and from time to time thereafter, to validate the identity, evaluate the creditworthiness, and verify any information provided by you, including but not limited to verification of any bank accounts you provide, and other matters related to KYC.

4. SERVICES

- a. The Services enable you to present invoices to, and accept payments from, any business which has enrolled to become a member of the applicable Services Network (“Network Member”). Bottomline does not guarantee or have control of, or liability for: i) any products, services, or other consideration that you provide to any Network Member (“Underlying Transaction”); ii) the accuracy of any invoice delivered by you; or iii) payment by any Network member.
- b. If you use the Services to present invoices, you are responsible for generating invoices in a format compatible with the Services’ invoice delivery options. You are responsible for maintaining the accuracy of invoices in the Services, including, if applicable, updating or reissuing any invoice that is revised.
- c. All Automated Clearing House (“ACH”) credit entries are originated in accordance with the rules of the Nacha, as amended from time to time (“Nacha Rules”) and Article 4A of the Uniform Commercial Code.
- d. You will promptly notify Bottomline if you know of or suspect any errors or inaccuracies in any payment or information related to any payment, and will fully cooperate with Bottomline to correct any payments made to you that are misdirected, unauthorized, overpayments, or duplicate payments. For payments made via ACH, you authorize Bottomline to reverse any erroneous payment via electronic fund transfer debit, including an ACH debit, to your Transaction Account.
- e. Collaboration/Document Exchange: and discussion functions and features may be made available to you. Bottomline is not responsible for monitoring content of the discussion and collaboration capabilities and makes no representations or warranties related thereto. Network Member will not upload documents that are defamatory, offensive or illegal, and Network Member acknowledges that Bottomline is not responsible for the content of documents uploaded by other Network Members. The collaboration and discussion functions and features are provided “as is” with no representations or warranties of any kind made by Bottomline.



- f. ERP Connectors. An ERP Connector may be made available to Network Member through a third party provided of Bottomline, or directly provided by Bottomline, as part of the Services. Connectors interact with the ERP system to provide specialized integration support for a variety of functions as defined in the documentation for the Services; this functionality may vary between ERP systems and is only available for select ERP systems. Network Member use of the ERP Connectors is optional. Notwithstanding anything to the contrary, Bottomline disclaims any warranty or covenant related to the ERP Connector service availability and provides this Service “AS IS”.

- g. Based on your acceptance of any payment through the Services, the following may apply:
 - i. Electronic Fund Credits: You authorize Bottomline to originate electronic funds credits to your Transaction Account, including ACH credit entries, and acknowledge that such credits are being originated on behalf of the Payer. You will comply with the Nacha Rules and Article 4A of the Uniform Commercial Code for all ACH credit entries.

 - ii. Card Payments: Upon indication of acceptance to Bottomline that you will accept payment by credit card (“Card Payment”) from current and future Payers, you authorize Bottomline to allow and accept electronic credit card transactions presented, as an authorized form of payment, including credit card entries initiated by Payers, and acknowledge that such credit card transactions are being processed on behalf of the Payer. Bottomline will process credit card transactions based upon the preferences specified in your membership profile by either: a) delivering directly to you the information required to process the applicable payment through your merchant services provider; or b) by using the credit card identifiers and acquiring bank information from your membership profile to process the payment on your behalf. All credit card transactions, regardless of the method in which they are processed, are subject to and shall be in accordance with the applicable card network rules. Bottomline represents, warrants and covenants that it shall comply with applicable Payment Card Industry Data Security Standards (“PCI DSS”), as such may be amended from time to time, with respect to card data received by Bottomline in connection with this Terms of Use. You may decline to accept Card Payments from any Payer by contacting Bottomline’s support desk, provided however that any Card Payment authorized and settled prior to such cancellation request cannot be cancelled, recalled or reversed.

5. FEES AND PAYMENT

- a. Bottomline may charge a Network Fee for your use of the Services to receive payments from certain Payers on a transactional basis. An initial Network Fee may be established during your enrollment to receive payments from a particular Payer and will apply to payments initiated by that Payer. The initial Network Fee, or an alternative Network Fee, may be applied to payments from other Network Members. You may decline a Network Fee from any Network Member by contacting Bottomline’s support desk, provided however that the Network Fee applicable to completed payments will not be refunded. You agree to not charge the Network Fee to the payer, whether in the form of an additional charge, a price increase, or otherwise. You authorize Bottomline to deduct the Network Fee from your payments, or to originate ACH debits or other debits to your Transaction Account; or, in certain circumstances, Bottomline reserves the right to invoice you for the Network Fee and you agree to pay such invoice in accordance with its terms. To avoid doubt, the Network Fee described in this section does not affect your obligation to pay other fees, if any, related to your use of the Services.

- i. You agree to pay all applicable Network Fees for completed payments pursuant to the terms set forth above. Bottomline reserves the right to exercise any remedies available under applicable law to collect delinquent amounts. In addition to Network Fees, you will be liable for interest, charged at one and a half percent (1.5%) per month (eighteen percent (18%) per year) or the legal maximum interest rate, whichever is lower, and collection fees associated with the cost of recovery. Bottomline, at its discretion upon prior written notice, may suspend, discontinue and/or deactivate your use of the Services until all delinquencies have been resolved.
- ii. You agree to pay all applicable Network Fees and other applicable fees, charges and amounts due to the Services in the Deposit Currency (defined below in Section 11(b)) denoted in your Services membership profile.

6. PRIVACY PROTECTIONS AND CONFIDENTIAL INFORMATION

- a. Protecting the privacy of Network Members is important to Bottomline. All information collected by Bottomline about Network Members and their representatives is subject to the Privacy Policy at <https://secure.paymode.com/policies/privacypolicy.htm>.
- b. Bottomline may (i) compile statistical and other information related to the performance, operation or usage data, and (ii) use data from the Services and/or other Payee transaction and usage data in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Data Analyses”). Bottomline may make Data Analyses available to Payers or the public; however, if made publicly available, Data Analyses will anonymize Payee’s identity and shall not incorporate Payee’s Transaction Data or such Confidential Information in a form that could serve to identify Payee or any Payee end user. Bottomline retains all intellectual property rights in Data Analyses.
- c. If you are a “Covered Entity” or “Business Associate” under the Health Insurance Portability and Accountability Act (“HIPAA”) and you use the Services to provide (or receive) “Protected Health Information,” as defined in HIPAA, the terms of the Health Care Information Privacy Addendum at <https://secure.paymode.com/policies/HCIPA.htm> will apply.
- d. If you use the Services in connection with any Health Care Payment and Remittance Advice transaction, as defined in 45 C.F.R. Part 162, Subpart P, the terms of the Health Care Transactions Addendum at <https://secure.paymode.com/policies/healthcaretransactionsaddendum.htm> will apply.
- e. In the event of a conflict between the Terms of Use and the Health Care Information Privacy Addendum or the Health Care Transactions Addendum, the Health Care Information Privacy Amendment and the Health Care Transactions Addendum shall prevail.

7. TERM AND TERMINATION

- a. These terms and conditions shall remain in effect throughout the use of these Services.
- b. You may terminate your use of the Services at any time by providing at least fifteen (15) days written notice as specified in Section 12.



- c. Bottomline may terminate your use of the Services at any time if:
 - i. You have breached any provision of the Terms of Use;
 - ii. Bottomline is required to do so by law; or
 - iii. Bottomline elects to discontinue the provision of the Services or determines, in Bottomline's sole discretion, that provision of the Services to you is no longer commercially practical.
- d. Termination automatically annuls your license to access and use the Services and with immediate effect. You must immediately discontinue use of the Services upon termination. Each party's rights and obligations under the Terms of Use with respect to the Services provided prior to termination shall survive termination.

8. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

- a. You represent and warrant that your use of the Services has been duly authorized and does not contravene any law, regulation or governmental rule;
- b. You represent and warrant that all information you provide to Bottomline is true, complete and not misleading. You authorize Bottomline, directly or through third parties, to make any inquiries Bottomline considers necessary to validate your identity and any information provided by you;
- c. Bottomline warrants to you that the Services will perform in accordance with the applicable user documentation. If you notify Bottomline of a material failure of the Services to perform to the foregoing warranty, Bottomline will use reasonable efforts to resolve the failure in accordance with its then-current member support policies as your exclusive remedy; and
- d. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, BOTTOMLINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. BOTTOMLINE DOES NOT WARRANT THAT THE SERVICES OR ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR OPERATE ERROR-FREE.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

- a. Bottomline will be liable only for actual direct damages incurred by you to the extent such damages are a direct result of Bottomline's gross negligence or willful misconduct in providing the Services. In no event will Bottomline be liable for: i) any indirect, consequential or punitive loss, damage, or expense, including any loss of business profits, revenue, or goodwill; ii) loss or corruption of data, even if advised of the possibility of such loss or damage; or iii) Bottomline having reasonable belief that providing the Services would violate any law, rule or regulation.
- b. Bottomline will have no liability for: i) inability to recover any payment retained or detained by any governmental entity or third party if such payment was properly made in reliance of information in your membership profile; ii) delays in making payment, or inability to make payment resulting from compliance with any applicable laws and regulatory requirements; iii) delays in making payment due to suspected fraud or other risk management considerations which expose you, Bottomline, or others to risks unacceptable to Bottomline; and iv) loss or delay of any payment resulting from the actions of any third party, including mail fraud, check fraud, credit card fraud and other criminal actions, or resulting from stale dating of uncashed checks or drafts.

- c. You will defend, indemnify and hold Bottomline harmless from any claim or demand (including attorney fees) made by any third party arising out of any underlying transaction, your breach of the Terms of Use, or any payment made to you, including any claim against Bottomline under bankruptcy or similar insolvency laws to recover a payment made to you.

10. FORCE MAJEURE

Bottomline will not be liable for, and will be excused from providing the Services in the event of, any failure or delay caused by circumstances beyond Bottomline's control, including any natural disaster, emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, or breakdown or failure of equipment.

11. INTERNATIONAL PAYMENTS

- a. This Section applies only if you elect to receive payments denominated in currency other than United States Dollars. International payment functionality through the Services will be limited to certain currencies and geographies at Bottomline's sole discretion.
- b. You are responsible for ensuring that your membership profile accurately indicates the deposit currency, in the denominations supported by the Services, for each of your Transaction Accounts ("Deposit Currency"). You agree to accept Bottomline's prevailing exchange rate at the time the payment is made for calculating conversion from any currency denomination that a Payer uses to fund its payments ("Funding Currency") to the applicable Deposit Currency.
- c. If Bottomline offers a check or draft payment option for any currency, you may indicate a preference to obtain payments in that currency by check or draft instead of by electronic means. Bottomline will use reasonable efforts to comply with your preference, but will not be obligated to do so.
- d. You must comply with all laws and regulations of each jurisdiction in which you have a Transaction Account domiciled and each jurisdiction in which your Deposit Currencies are accepted as legal tender.

12. NOTICES

- a. Bottomline may provide notices to you by: i) posting notice on the Website; ii) e-mailing each Authorized Signer (individual who agreed to these Terms of Use on the Vendor's behalf via click-through agreement during the enrollment process, or returning a signed document) and Membership Administrator (person authorized by Vendor to be in charge of the administrative tasks associated with the membership) designated in your membership profile; or iii) by mailing it to your postal address designed in your membership profile. Notices sent by Bottomline by posting on the Website shall be deemed received on the earlier of: x) the date that you next access the Website, or y) five (5) business days after it is posted on the Website. Notices sent by Bottomline by e-mail will be effective 24 hours after the e-mail has been sent, unless Bottomline receives notice that the e-mail was not delivered to each Authorized Signer and Membership Administrator. Notices sent by Bottomline by courier will be effective upon receipt. Notices sent by Bottomline by mail will be effective five business days after mailing.
- b. Notices sent by you to Bottomline must be sent by mail or courier to Bottomline Technologies, Inc., Attention: Paymode-X Administration, 100 International Drive, Suite 200, Portsmouth, NH 03801.

13. MISCELLANEOUS

- a. Assignment; Benefit. You may not assign, transfer, or sublicense any of your rights or obligations under the Terms of Use without Bottomline’s prior written consent. Bottomline may assign the Terms of Use by providing you with notice of the assignment.
- b. Waiver. The failure of Bottomline to enforce the strict terms of the Terms of Use shall not constitute a waiver of such terms. No delay or failure to exercise any right or remedy under the Terms of Use is deemed to be a waiver thereof. No waiver of any breach or default is a waiver of any other breach or default. Any waiver must be in writing.
- c. Status of the Parties. Nothing contained in the Terms of Use creates any agency, fiduciary, joint venture or partnership relationship between the parties. The Terms of Use are for the benefit of the parties only. No other person has any right of action under the Terms of Use against either party.
- d. Amendment. Bottomline may amend the Terms of Use at any time by posting a revised version on the Website and such revised Terms of Use will become effective fifteen (15) days after such posting. Your continued use of the Services after the effective date of any such revised Terms of Use shall be deemed acceptance thereof.
- e. Resolution of Disputes and Governing Law. The Terms of Use are governed by the laws of New York, without reference to its conflicts of law principles.
- f. Severability. If any provision of the Terms of Use are invalid, unlawful, or unenforceable, the remainder of the Terms of Use will not be impaired or otherwise affected, and will continue to be valid and enforceable to the fullest extent permitted by law.
- g. Headings. The headings of Sections are inserted solely for the purposes of convenience and shall not alter any meaning contained in the Terms of Use.
- h. Judgment Currency. If, for the purposes of obtaining judgment in any court in any jurisdiction, it becomes necessary to convert into a particular currency (the “Judgment Currency”) any amount due under this Terms of Use or under any other agreement between Bottomline and the Client in any currency other than the Judgment Currency (the “Currency Due”), then conversion shall be made at the rate of exchange prevailing on the business day before the day on which judgment is given. For this purpose “rate of exchange” means the rate at which Bottomline is able, on the relevant date, to exchange the currency at issue in accordance with its normal practice at its head office in Portsmouth, N.H. In the event that there is a change in the rate of exchange prevailing between the business day immediately preceding the day on which the judgment is given and the date of receipt by Bottomline of the amount due, the parties shall conduct a true up (whether by additional payment or reimbursement) to ensure that the amount received by Bottomline on such date is the Currency Due as of the date of receipt. The amount of the Currency Due which Bottomline is so able to purchase is less than the amount of the Currency Due originally due to it, the Client shall indemnify and save Bottomline harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Terms of Use and any such other agreement between Bottomline and the Client, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by Bottomline from time to time.

- i. Canadian Network Members. You agree and consent that this Terms of Use and all related communications and documents to this agreement, including but not limited to member support and the applicable support documents, shall be in English only. Vous acceptez et consentez que le présent contrat ainsi que tous les documents et communications connexes, y compris, mais sans s'y limiter, le support à la clientèle et les documents de support applicables, soient rédigés uniquement en anglais.

14. DEFINITIONS

Unless otherwise specified or inconsistent with the context, each of the following capitalized terms shall have the meaning set forth in this Section:

- a. Access Credentials has the meaning set forth in Section 2.
- b. Membership Administrator means the individual enrolling the Network Member in the Services Network, configuring the Network Member's profile, and otherwise overseeing the Network Member's membership (including adding and deleting users), utilizing a user access account entitled with Membership Administrator entitlements.
- c. Network Fee means the fee for your use of the Services to receive ACH payments from certain Payers on a transactional basis that are made through the Services Network.
- d. Network Member means any business, or other individuals or entity as permitted by Bottomline that has enrolled to become a member of the Services Network.
- e. Payee means a Network Member, or other individual or entity permitted by Bottomline, using the Services to receive payments from Payer.
- f. Payer means a Network Member using the Services to receive invoices and/or make payments to Payees and/or Vendors.
- g. Service Network means Payers/Payees authorized by Bottomline to use the Services.
- h. Transaction Account means the bank account designated by the Payee for receipt of payments from the Payer in accordance with the agreement pursuant to which such Network Member uses the Services.
- i. Transaction Data means the data entered or loaded to the Website by the Network Member for purposes of obtaining the Services.
- j. Vendor means a Network Member that has enrolled to send invoices to, or receive payments from, other Network Members.
- k. Website means the website provided by Bottomline to Network Member in order to access and use the Services.