



Alliance Association Bank

A division of Western Alliance Bank. Member FDIC.

Online Payment Terms and Conditions

Thank you for choosing Alliance Association Bank's, a division of Western Alliance Bank, online payment service. These Terms and Conditions apply to your consent and election to make association due payments, assessments and otherwise transact business via Alliance Association Bank online payment service.

By submitting and authorizing a payment, you, the Payer, signify your acceptance of these terms and conditions of the Alliance Association Bank online payment service. Please print a copy of these Terms and Conditions to keep for your records. If, at any time, you do not wish to accept these Terms and Conditions of service, you may choose not to use the Alliance Association Bank online payment system by not initiating any further One-Time Payments and revoking your authorization for Recurring Payments (as described below in the Recurring Payments section).

The words "we", "us", and "our" refer to Alliance Association Bank. The word "you" and "your" refer to each person subscribing to the online payment service, and each person who uses the online payment service provided hereunder with the permission of the subscriber.

We, in our sole discretion, may amend these Terms and Conditions at any time. For example, we may add, delete or amend terms or services or we may change or add fees. Notice of change may be provided to you by mail or electronically. Your continued use of the online payment service following receipt of the Terms and Conditions or notice of change is considered acceptance of the Terms and Conditions or change.

Alliance Association Bank Online Payment Requirements

To use the online payment system you must maintain a deposit account with a financial institution and a homeowners association ("HOA") account with a HOA that participates with Alliance Association Bank online payment service. One-Time or Recurring Payments will authorize the Bank to initiate ACH debit(s) from your deposit account in accordance with your instructions.

You must also know your management company ID, association ID, and unit ID, all of which should be located on the payment coupon of your HOA billing statement. If you have difficulty finding the ID numbers, please contact your HOA or management company.

Any person who successfully provides their management company ID, association ID, and unit ID may use any or all features of the online payment service. Alliance Association Bank online payment transactions performed by an owner of the registered deposit account will be considered authorized transactions.

One-Time Payment

By clicking on the "Authorize Payment" button on the payment page, you authorize Alliance Association Bank to initiate a onetime electronic payment from your deposit account. The amount of any such payment will be the amount you specify in the payment screen shown in the payment process, plus all applicable fees and service charges. You must specify the date you want the funds for the payment to be withdrawn from your deposit account. We require that you schedule the payment to be withdrawn on a business day. Our business days are Monday through Friday. Saturday and Sunday and Federal holidays are not considered business days. We recommend that you submit your payment at least four business days before the due date indicated on your invoice or coupon to avoid a late charge.

Recurring Payments

By checking the "Agree to Terms and Conditions" check box, you enroll in Alliance Association Bank recurring payments program, and authorize Alliance Association Bank to initiate recurring electronic payments from the bank account you specify. When you schedule a payment, you must specify the date you want the funds for payment withdrawn from your deposit account. If the scheduled payment date falls on a weekend or holiday, you understand that the payment may be executed on the next business day. Funds will be transferred from your account no later than four (4) business days from the date you designate as the scheduled date. Therefore, you must plan your payment date accordingly to avoid any late charges from your designated payee.

The amount of the recurring payments will be the amount you establish or the amount established by your management company for that period, plus all applicable fees and service charges. If the amount of the payment varies from the immediately preceding payment, Alliance Association Bank will send you written notice of the amount due and the date on which the transfer will be debited at least ten calendar days before the scheduled transfer date. You understand that this authorization will remain in effect until you cancel it in writing, and you agree to

notify Alliance Association Bank in writing of any changes to account information or termination of this authorization at least 7 days prior to the next scheduled payment date. To terminate this agreement (and revoke your authorization) you must update your online record or submit written notice to 3033 W. Ray Road, #200 Chandler, AZ 85226.

All payments will be automatically withdrawn from your specified account, unless you terminate your authorization. Either you or Alliance Association Bank may terminate this agreement at any time by making the necessary changes to your account profile or giving the other party written notice reasonably in advance of the date of termination or any scheduled payment settlement date.

You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfer transactions and fees associated with pre-authorized transfers.

You also authorize Alliance Association Bank to credit your specified bank account in the appropriate amount for any refunds or other billing adjustments. The proper and accurate application of your payment to your amount due to is the sole responsibility of your HOA or management company. If any dispute arises regarding your payment history or variance in the amounts charged to an account, you must contact your association or management company to resolve the dispute.

Fees and Charges

The features currently provided by Alliance Association Bank are free of charge. However, fees are subject to change from time to time at our discretion.

Notices of Changes to Agreement

We may, in our sole discretion, change the online payment services and the terms, including fees, set forth in this Agreement at any time. You will be notified of such change as required by applicable law, either by mail or electronic message. You understand that by your continued use of the online payment service after a change becomes effective, you have agreed to the change.

Authorization

You acknowledge that we are entitled to rely on the use of your User ID and Password as your authorization for any transaction through the online payment service. You are responsible for all transactions you initiate or authorize using the online payment service. If you permit any other person to use your online payment profile, you have authorized that person to have access to your deposit accounts via the online payment service, and you are responsible for any transaction that person initiates or authorizes from your deposit account.

Limitation of Liability

ALLIANCE ASSOCIATION BANK HAS NO LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF AN ERRONEOUS STATEMENT, ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED, OR YOUR FAILURE TO PROVIDE ACCURATE AND/OR VALID PAYMENT INFORMATION. FURTHER, WE SHALL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY FINANCE CHARGES AND/OR LATE FEES IMPOSED BY THE PAYEE. UNDER NO CIRCUMSTANCES SHALL ALLIANCE ASSOCIATION BANK BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

Computer Equipment

You are solely responsible for the maintenance, installation and operation of your computer and for hardware and software used in accessing Alliance Association Bank online payment system. We will not be responsible for any malfunction of your computer, nor will we be responsible for any computer virus that affects your computer while using the Online Payment service.

Additionally, you must have an Internet Service provider, and a 128-bit compliant browser to securely utilize the Online Payment service.

Security

Alliance Association Bank is committed to protecting the security and confidentiality of your online payment information. We use several different methods to protect your online payment information:

- For reoccurring payments, you must have a valid User ID and Password to log in to our payment system.
- If no action is taken for a period of time, you will be automatically logged off of the online payment system.

You must agree to the following:

- Not to disclose your User ID and Password or otherwise make it available to anyone else.

- Notify Customer Service at (888) 734-4567 immediately of any loss or theft of your User ID and Password.
- If you permit any other person to use your Online Payment User ID and Password, you are responsible for any transaction that person initiates or authorizes from your deposit account via the online payment system.

If you believe your User ID or Password has been lost or stolen or that someone has transferred or may transfer money by using Alliance Association Bank online payment service without your permission, telephone us at (888) 734-4567 or write us at:

Alliance Association Bank
3033 W. Ray Road, # 200
Chandler, AZ 85226

If you have any questions about a transaction, contact us at (888) 734-4567.

Additional Terms and Conditions

You have the right to receive transaction histories from us containing an itemized list of any payments or charges made during any applicable billing period. Upon request, Alliance Association Bank will deliver electronic communications notifying you of payments processed during the billing period, and make available up to thirteen months of transaction histories for prior charges.

It is your responsibility to provide us with a true, accurate and complete e-mail address, contact, and other information related to online service and your account(s), and to maintain and update promptly any changes in this information. If any changes occur in the information on your recurring payment record or any other record with us, you must update your record online promptly upon any change in circumstance. Alliance Association Bank sole liability to you shall be our obligation to make any appropriate changes once receipt of your online notification.

Alliance Association Bank provides this service for you on behalf of your association, our customer. Your payment information including first and last name, bank account number, bank routing number, phone number, email address and any additional information associated with the payment and/or your correspondence with Alliance Association Bank may be provided to the association and/or their designated agent.

Your Responsibilities

You agree to be responsible for the following:

You are responsible for ensuring a sufficient available balance is in the designated deposit account when we withdraw the payment amount from your account.

When you use the Alliance Association Bank online payment service, you will be required to provide us information about your assessment account and HOA. We will not be responsible for requested transactions that are not completed as a result of inaccurate information.

You are responsible for scheduling a payment in such a manner so that your assessment is paid on time.

You are responsible for any late payment charge, finance charge or penalty or default that may result from the failure to schedule a payment in sufficient time to reach your association.

You agree to cancel your recurring payment if your homeowner unit is sold or if the obligation for making the payment is terminated.

Governing Law

This agreement shall be governed by the laws of the state of Arizona and, where applicable, by federal law. Any issues relating to an account or service with the Alliance Association Bank shall be governed by law(s) specified in the agreement for that account or service if there is a separate agreement for that account or service.

Termination of Agreement

Either you or Alliance Association Bank may terminate this agreement at any time by giving the other party written notice reasonably in advance of the date of termination or any scheduled payment settlement date.

Contact Information

If you have any questions regarding this Agreement you may contact us at:
Alliance Association Bank, 3033 W. Ray Road, #200, Chandler, AZ 85226
(888) 734-4567