

Discover Bill Payment Service  
User Agreement Addendum  
To the Account Center (Banking) Agreement

This Bill Payment User Agreement Addendum (“Bill Payment Agreement”) contains the terms and conditions for the use of the Discover Online Bill Payment and Presentment Service accessible through the Account Center (“Bill Payment Service” or “Service”) that Discover may provide to you. This Bill Payment Agreement amends and becomes part of the Account Center (Banking) Agreement (“Account Center Agreement”). In the event of a conflict between the terms and conditions of this Bill Payment Agreement and those in the Account Center Agreement, the terms and conditions of this Bill Payment Agreement will control for the Bill Pay Service only. Your use of this Service with your Discover deposit accounts is and will be subject to this Bill Payment Agreement, the Account Center (Banking) Agreement, and the Deposit Account Agreement, together with any other disclosures provided in connection with the Service or your deposit accounts. (The Account Center Agreement and the Deposit Account Agreement are collectively referred to as “Other Agreements.”)

1. Definitions:

- a. “Bill Payment Instruction” or “Payment Instruction” means an instruction submitted through the Service to deliver payment of a bill to an individual or entity, according to the information provided;
- b. “Bill Payment” or “Payment” means a bill payment sent in accordance with a Bill Payment Instruction;
- c. “Business Days” are Monday through Friday, excluding Federal Reserve Bank holidays;
- d. “Deliver by Date” is the day you want your Payee (defined in Section 1(j) below) to receive your Bill Payment; if the Deliver by Date falls on a non-Business Day, the prior Business Day will be considered the Deliver by Date;
- e. “Discover”, “us,” or “we” means Capital One, N.A., and/or its affiliates. Discover is a division of Capital One, N.A.;
- f. “Due Date” means the due date specified on each statement or bill. The Due Date does not include a late payment date or grace period.
- g. “eBill” means an electronic version of a bill;
- h. Intentionally omitted;
- i. “Eligible Account” means a Cashback Debit, Personal Checking, or Money Market Account maintained at Discover;
- j. “Payee” means the individual or entity for whom a Payment Instruction is submitted to receive payment of funds, or from whom you receive electronic bill information for presentment of an eBill;
- k. “Payment Account” means an Eligible Account that you have designated to fund your Bill Payments;
- l. “Repeating Payment” or “Repeating Bill Payment” means automatic repeating Bill Payments to the same Payee for the same amount;
- m. “Scheduled Payment” means a Bill Payment scheduled through the Service that has not begun processing yet.
- n. “U.S.” means the United States of America, Washington D.C., and the territories of the United States of America.
- o. “You or” “your,” means to each individual or entity in whose name an Eligible Account is held or who has authority to operate the Account, as well as, any permitted assignee or successor in interest to the Account.

Additional definitions are included below.

2. Acceptance/Use Of The Service And Amendments

When you enroll in or use the Bill Payment Service, or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Bill Payment Agreement. The Bill Payment Agreement and the features and functionality within the Service are subject to change from time-to-time. We will notify you of changes in accordance with the terms of the Account Center Agreement, and your continued use of the Service after such notice indicates your acceptance of and agreement to any future changes.

3. Description of Services

Once enrolled in the Bill Payment Service, you may use the Service to provide one-time or Repeating Bill Payment Instructions to Payees you choose, so long as each Payee has a deposit account maintained at a U.S. based financial institution and a U.S. address (which includes U.S. military addresses), to view Bill Payment history, and to cancel or modify Scheduled Bill Payment Instructions. You may use the eBills Service to receive and view eBills from participating Payees.

We determine how Bill Payments are sent. Bill Payments may be sent as either an electronic transfer (“Electronic Payment”), or as a paper check (“Bill Payment Check”). Bill Payments sent as Electronic Payments are debited from the applicable Payment Account on the Deliver by Date, or on the Business Day prior to the Deliver by Date, if the Deliver by Date falls on a non-Business Day. Each Bill Payment Check is drawn on the applicable Payment Account. Similar to a check that you write, the funds will remain in your Payment Account until the Bill Payment Check is deposited or cashed and it is received by us for payment.

Your ability to participate in the Bill Payment Service may be denied or revoked at our sole discretion, and we may restrict categories of payees to whom Bill Payments may be made. We reserve the right to cancel a scheduled Bill Payment if you do not have sufficient available funds in your Payment Account on or before the Deliver by Date, and we may reject a Bill Payment request if you do not have sufficient available funds in your Payment Account at the time of scheduling the Payment. We may cancel or refuse to process any Scheduled Payment in our sole discretion for any reason, including if we believe that it is unusual or fraudulent.

Note that Payees and/or the United States Postal Service may return Bill Payments to us for various reasons including, but not limited to, an expired Payee forwarding address, an invalid Payee account number, if the Payee cannot locate the account, or the Payee account is paid in full. We will try to research and correct the returned Payment and return it to your Payee, or void the Payment and, for Electronic Payments, credit your Payment Account. If the Payment Account is closed, we will return the funds to you by a method we deem sufficient. We will display in the Bill Payment section of the Account Center if the Bill Payment failed.

The Service is not to be used to send Bill Payments to unlawful Internet gambling sites, as payments made to or at the direction of government agencies, organizations, or institutions, in response to a court-directed payment plan (for example, court-ordered amounts for alimony or child support), for payments to “cash”, to Payees outside the U.S., or for payments otherwise prohibited by law (collectively, “Prohibited Payments”).

We recommend that You not use the Service to schedule Payments to deposit accounts or brokerage accounts, or to settle securities transactions (including without limitation stocks, bonds, securities, futures (e.g., foreign exchange contracts), options, or an investment interest in any entity or property) (collectively, “Exception Payments”).

4. Eligibility and User Profile

In order to enroll in and use the Bill Payment Service, you must:

- a. have at least one Eligible Account in good standing to serve as a Payment Account;
- b. be Account Center registered, and have a User ID and password, and have any hardware and software we may require. You must also comply with any other security procedures and policies we may establish from time to time.

In order to enroll in the Service, your Eligible Account must have a positive balance. We may deny enrollment for any reason.

#### 5. Your Payment Authorizations and Responsibilities

You authorize us to debit (remove) funds from the designated Payment Account and deliver Bill Payments per the Scheduled Payment instructions received through the Service, including for one-time Bill Payments and Repeating Payments. In order to process payments more efficiently, we may edit the Bill Payment data or format per Payee directive. When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver by Date designated by you. You also authorize the Service to credit your Payment Account for returned payments, or for payments remitted to you on behalf of another person enrolled in the Service.

You are required to have sufficient available funds in your Payment Account to cover your requested Bill Payment at the time you schedule the Payment. Once your Payment has been scheduled, you understand that your Payment may not be processed if your Payment Account does not have sufficient available funds on or before the Deliver by Date of the Payment. Repeating Payments will be sent on the same calendar day each month, or on the prior Business Day, if the Deliver by Date falls on a non-Business Day, for the intervals you designate (for example, weekly, monthly). Note, Bill Payment Checks may be delivered to the Payee earlier than the Deliver by Date, and we may receive the Bill Payment Check for payment before the Deliver by Date. **To help ensure your Payments are successfully processed, we recommend that you maintain sufficient available funds in your Payment Account from the time you schedule the Bill Payment through the applicable Deliver by Date.**

In order to authorize a Repeating Payment, you agree to have a means to print a copy of your authorization for your records. If you do not have a printer, you agree to continue to authorize a Repeating Payment on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

You represent that you have the authority to authorize debits from and credits to the Payment Account(s). If you have multiple Eligible Accounts with Discover, the Service will designate your Payment Account, until you designate a different Eligible Account as a Payment Account. You may visit the Bill Payment Section of the Account Center to confirm which account is designated as the Payment Account.

It is your responsibility and you agree to ensure that your email address and other contact information in our records is current and accurate. Changes can be made either within the Account Center or by calling us. All changes made are effective immediately for Scheduled Payments that begin processing after information is updated as long as there are sufficient available funds in your Payment Account when the edits are made to the Bill Payment. We are not responsible for any Payment processing errors or fees incurred if you do not keep your contact information and Payee account information current and accurate.

You should not give anyone your Account Center User ID and password. When you give someone your User ID and password, you are authorizing that person to use the Account Center and you are solely responsible for all transactions that person performs while using the Account Center. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions and you will be solely responsible for such transactions.

#### 6. Scheduling Bill Payments

The earliest possible Deliver By Date for each Payee (which is typically four (4) or fewer Business Days from the current date) will be displayed in the Service when you are scheduling the Bill Payment. You must select the Deliver by Date, or specify a Repeating Payment rule that automatically selects the Deliver by Date for you. It is your responsibility to schedule each Bill Payment to be delivered by the Due Date. We recommend that you select a Deliver by Date that is at least 2 Business Days before the Due Date for a Payment to be sent as an Electronic Payment, and at least four (4) Business Days before the Due Date for a Payment to be sent as a Bill Payment Check. Deliver By Dates must be prior to any permitted late payment date or grace period. Due to circumstances beyond Discover's control, such as delays in postal delivery and handling by Payees or financial institutions, some transactions may take a few days longer to be applied to your Payee account. Also, your Bill Payment is not sent with a Payee's payment stub, which may also result in some Payees taking more time to post the Payment to your account. For these reasons, you should select a Deliver by Date that is sufficiently in advance of the Due Date. For Payees that provide payment stubs, we also recommend that you contact your Payees to confirm that you have the correct address for delivery of Payments without stubs. For Payments sent by Bill Payment Check, the character limit per Payee account number is 25.

You should not schedule two Bill Payments Instructions in the same amount to the same Payee to be delivered on the same Deliver by Date from the same Payment Account. If you do, one of them may be flagged as a duplicate Payment Instruction and may not be processed and delivered. You may only schedule one Repeating Payment Instruction for each Payee account number. You may, however, schedule one-time Payment Instructions along with a Repeating Payment Instruction.

If you schedule a Repeating Payment Instruction, the Payments will be automatically sent through the Service until the end date you requested, or if no end date was requested, until you cancel or modify them.

The cutoff time for scheduling a Bill Payment Instruction is 4:00 PM Eastern Time (ET) on: (a) the Business Day prior to the Deliver by Date for Electronic Payments; and (b) the 5<sup>th</sup> Business Day prior to the Deliver by Date for Payments by Bill Payment Check.

#### 7. Modifying or Cancelling Bill Payments

Bill Payments can be cancelled or modified pursuant to the following: **For Electronic Payments**, until the payment is "In-Process"; **For Payments by Bill Payment Check**, until the 5<sup>th</sup> Business Day prior to the Deliver by Date.

You may modify or cancel a Scheduled Bill Payment Instruction (including a Repeating Payment Instruction) by following the directions in the Service. There is no charge for cancelling or modifying a Scheduled Bill Payment. Once we have begun processing a Bill Payment Instruction, it may not be modified or cancelled.

See Section 8 for information on submitting a stop payment order. For jointly owned accounts and accounts with multiple authorized signers, only the person who scheduled a Bill Payment Instruction may modify or cancel it.

#### 8. Stop Payments

Our ability to process a stop payment request will depend on whether the Bill Payment is sent as an Electronic Payment or as a Bill Payment Check and whether or not the Bill Payment Check has been paid by us. To request a stop payment on a Bill Payment, please call us at 1-800-347-7000. You will need to provide us with the Payee name, amount, Payment Account number, and, if available, Deliver by Date. We may require you to send your request in writing within 14 days. We are entitled to a reasonable amount of time to act on your request, which will generally be no less than one Business Day before the Deliver By Date. If your Bill Payment Check has already been paid, we will not be able to stop payment. If a Bill Payment sent by Electronic Payment has begun processing, generally we will

not be able to stop it. For jointly owned accounts and accounts with multiple authorized signers, only the person who scheduled a Bill Payment Instruction may place a stop payment on it.

#### 9. Bill Payments and Insufficient Funds

You acknowledge and agree, that:

- a. You agree to have sufficient available funds in your Payment Account at the time of scheduling the Bill Payment, and once your Payment is scheduled, **we recommend that you maintain sufficient available funds in your Payment Account through the applicable Deliver by Date to ensure that your Payment is processed successfully.**
- b. If there are insufficient available funds in your Payment Account, Discover may, but is not obligated to advance the funds to pay the Payee;
- c. If Discover advances funds on your behalf, we may attempt to debit your Payment Account up to three (3) times on subsequent days to complete the Payment;
- d. You will pay us promptly for any amounts that we have advanced to fund a Payment on your behalf;
- e. If there are insufficient available funds for a Scheduled Bill Payment and we advance the funds, we may suspend the Bill Payment Service, until we have been repaid, which means that other Scheduled Bill Payments will not be delivered, and you will not be able to schedule additional Bill Payments.

If you are enrolled in the Discover Overdraft Protection Service, that service does cover Bill Payments, subject to the terms of the Overdraft Protection Service Agreement Addendum.

#### 10. Discover Bill Payment Service Guarantee

Due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions, some Bill Payments may take longer to be credited to your account. We will bear responsibility for any late payment related charges up to \$50.00 if a Payment posts after its Due Date as long as the Payment was scheduled in accordance with the terms of this Bill Payment Agreement, including if you followed our recommendations regarding how you schedule Bill Payment Instructions and otherwise use the Service. Prohibited Payments and Exception Payments and Payment Instructions we reject per Section 11(c) below are not covered by this Service guarantee.

#### 11. Limits on Transfers

Your ability to send Bill Payments through the Bill Payment Service is limited by applicable law and other limits as set forth in this Bill Payment Agreement and the Other Agreements.

##### a. Limits on the Number and Amount of Bill Payments

For all Money Market Accounts and Checking Accounts opened prior to March 20, 2022, you may schedule a Bill Payment for any amount between \$1.00 and \$10,000. For Cashback Debit Accounts opened on or after March 20, 2022, you may schedule a Bill Payment for any amount between \$1.00 and \$5,000. You may schedule up to a total of \$20,000.00 in all Payments combined per Deliver by Date. If we increase your dollar limits for Payments, we will let you know. We may also decrease your Payment limits or set additional limits, including limits for various types of transactions or accounts, at any time in our sole discretion. If we decrease your limits or set additional limits, we will notify you in accordance with the Account Center Agreement and as required by law.

You may submit up to five (5) Bill Payment Instructions at one time. If you need to schedule more than five Bill Payments, you should submit the first five Payment Instructions and then you may submit additional Payment Instructions during the same Account Center session.

##### b. Additional Transaction Limits for Money Market Accounts

Each Bill Payment through the Bill Payment Service from a Payment Account that is a Discover money market account is counted as one of the six limited transfers permitted per calendar month for that money market account. Please see Section 11(a) (ii) of the Deposit Account Agreement for more information.

##### c. Discover Right to Reject or not Process Bill Payment Requests

We may reject or not process any Bill Payment Instruction in our sole discretion for any reason, including:

- (i) if it is a Bill Payment Instruction that: (A) is or we believe is unusual or fraudulent, or involves an illegal or improper purpose or activity, (B) exceeds the available funds in your Payment Account (as described in Section 9 above), (C) we have reason to believe may not be authorized by you, (D) involves funds subject to a hold, dispute or legal process, (E) we reasonably believe would violate any law or regulation applicable to us, the Service, or you (F) is not in accord with any other requirements stated in this Bill Payment Agreement or the Other Agreements, or any of our policies, procedure, or practices, (G) we have reasonable cause not to honor, (H) that is from a Payment Account that is frozen, closed, or not in good standing,
- (ii) for our protection or yours, or (iii) as provided in the cancellation and termination section of this Agreement (Section 20).

#### 12. eBills

The eBills Service is for the receipt and presentment of eBills. It is your sole responsibility to contact your Payees directly if you do not receive your bills. If you choose to enroll in an eBill, you agree to the following: You authorize us to contact Payees on your behalf and to receive your bills and billing data, including to periodically access third party Payee Web sites ("Payee Sites") on your behalf, to retrieve the data for your eBills. You agree that we are your agent for these limited purposes. You represent and warrant to us that you have the authority to appoint us as your agent to receive your billing statements, to view and download your eBills and to use your name, passwords, usernames, and any other information you provide to us for purposes of providing the Services for you. You agree that we may use and store this information on our servers. You also agree not to use someone else's information to gain unauthorized access to another person's bill. You are responsible for all charges, if applicable, associated with our use of any Payee Site on your behalf.

In order to enroll in receipt of eBills with a participating Payee, you must agree to any terms and conditions required by that Payee. eBills may not be available for all Payees. Upon receipt of your request to enroll in an eBill, we will notify the Payee of your request to receive electronic billing information. It may take up to five (5) Business Days to complete enrollment. The Payee may decide, in its sole discretion to reject your request for enrollment. The timing of receipt of your first eBill may vary from Payee to Payee and may take up to sixty (60) days depending on the billing cycle of each Payee. While your eBill enrollment is being completed and pending receipt of your first eBill, it is your responsibility to keep your Payee account current. Enrollment and un-enrollment in eBills are not available through the Mobile App.

The ability to receive a paper copy of your bill is at the sole discretion of the Payee. The Payee is responsible for the accuracy of the account and other information supplied as part of eBills. Other than Discover confirming that the information received was accurately displayed in the eBill, any discrepancies or disputes regarding the accuracy of your eBill must be addressed with the Payee directly.

We will display in the Bill Payment section of the Account Center that an eBill has been received. The time for delivery of an eBill may vary from Payee to Payee. It is your responsibility to let us know if your email address has changed, and to periodically login to the Service and check on the delivery of new eBills.

The eBill includes information current as of the point in time it is obtained from the Payee. Additional payments received by the Payee after the eBill information is received are usually not reflected in the various amounts due displayed in the eBill.

If you change your online login information for a Payee account, your enrollment in eBills with that Payee may be cancelled. If your enrollment is cancelled for this reason, we will let you know. You will need to re-enroll in eBills with that Payee with your new login information. Please keep your Payee information current and accurate. Also, we are unable, through the eBill Service to update or change your personal information with the Payee. You will need to contact the Payee directly to make changes.

Payees have the right to cancel their participation in eBills at any time. You may cancel your enrollment in eBills at any time. We will notify the Payee if you cancel your enrollment. It may take up to five (5) Business Days for your cancellation to be completed, and it may take up to 60 days to stop receipt of eBills, depending on the billing cycle of the Payee. Once you cancel your enrollment, it is your responsibility to make other arrangements to receive and pay your bill. We are not responsible for presenting any eBill that is in process but not received once the eBill enrollment is cancelled.

The eBill Service and this Bill Payment Agreement do not change the terms and conditions of your agreements with your Payees. Discover is not responsible for a Payee's failure to deliver an eBill. You are responsible for ensuring timely payment of all bills.

### 13. Statements

Each Bill Payment made using the Service will be included on your Payment Account statement. Please review your statements promptly.

### 14. Fees

Discover does not charge a fee to use the Bill Payment Service. However, you are responsible for paying any telephone company or utility charges and/or Internet access service charges incurred while using telephone lines and/or Internet access services to connect with the Service.

### 15. Service Availability

Subject to the terms of this Bill Payment Agreement, the Services are generally available 24 hours a day, seven days a week except for outages for maintenance and circumstances beyond our control.

### 16. Privacy and Disclosure of Account Information

In order for you to use the Bill Payment Service, we share information regarding your Payment Account, Bill Payments and eBills to third parties: (a) when necessary to deliver Bill Payments and receive eBills (b) to investigate disputes regarding Bill Payments or eBills, or (c) as may be otherwise needed in connection with your enrollment in and use of the Service. Also, as explained in Section 23 of the Deposit Account Agreement, we will disclose information to third parties about your Payment Account, or the Bill Payments you make, including: (i) in order to verify the existence and condition of your Payment Account to a third party, such as a credit bureau or other consumer reporting agency or Payee, (ii) in order to comply with government agency or court orders, (iii) if you give us written permission, or (iv) as explained in our Privacy Statement.

We may maintain audit logs that track your access, view, and use of electronic data in connection with your use of the Service. These audit logs may include, but are not limited to, detailed information about your Bill Payments.

### 17. Error Resolution Regarding Bill Payments

In case of errors or questions about Bill Payments, call us or write us as soon as you can, if you think your statement is wrong or if you need more information about a Bill Payment listed on the statement. Call 1-800-347-7000, or send your inquiry to us at Discover, PO Box 30411, Salt Lake City, UT 84130-0411. We must hear from you no later than 60 days after the date we made the FIRST statement available on which the problem arose. Tell us your name and Payment Account number. Describe the error or the Bill Payment you are unsure about and explain it as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Payment Account within 10 Business Days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Payment Account while we complete our investigation. For errors involving Bill Payments from new Payment Accounts, we may take up to 90 days to investigate your complaint or question and we may take up to 20 Business Days to credit your Payment Account while we investigate, for the amount you think is in error. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Discover will have no obligation to research or resolve any dispute resulting from a Prohibited Payment. All research and resolution will be your responsibility.

### 18. Your Liability for Unauthorized Bill Payments

Tell us AT ONCE if you believe that your password has been lost or stolen, someone has logged in to the Account Center without your permission, or a Bill Payment has been sent from your Payment Account without your permission, by calling us at 1-800-347-7000, or by writing us at Discover, PO Box 30411, Salt Lake City, UT 84130- 0411. You could lose all the money in your Payment Account. If you believe your Account Center password has been lost or stolen, and you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Account Center password without your permission. If you do NOT tell us within two (2) Business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Telephoning is the best way of keeping your possible losses down. Also, if your statement shows Bill Payments that you did not make or authorize someone else to make, tell us AT ONCE. If you do not tell us within 60 days after the statement was made available to you, you may not get back any of the money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or a hospital stay, kept you from telling us, we will extend the time periods for a reasonable amount of time.

### 19. Our Liability for Failure to Complete Bill Payments

If we do not complete a Bill Payment on time or in the correct amount according to this Bill Payment Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- a. Through no fault of ours, there are insufficient available funds in your Payment Account to make the Bill Payment;
- b. The Payment Account was closed or frozen;
- c. You have not provided us with complete and accurate information to send the Bill Payment, including but not limited to the Payee information and Bill Payment amount;
- d. If the system or Bill Pay Service was not working properly and you knew about the breakdown when you started the Bill Payment;
- e. If there are postal delays, or processing delays by the Payee, or the Payee cannot or will not accept the Payment;
- f. We rejected the Payment Instruction in accordance with Section 11(c) above;
- g. If circumstances beyond our control, such as, for example, fire, flood, national emergencies, power outages, and network outages prevent the Bill Payment, despite our taking reasonable precautions; or
- h. If the Bill Payment would have violated the terms of the Bill Payment Agreement, or Other Agreements, or laws or governmental regulations.

There may be other exceptions not stated in this Bill Payment Agreement. As stated in Section 3 above, Exception Payments are discouraged and are at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of Exception Payments.

## 20. Termination or Cancellation of the Service

Neither termination, cancellation nor suspension shall affect your liability or obligations under this Bill Payment Agreement. Bill Payments that have begun processing before the termination or cancellation date will be delivered by us. All Scheduled Bill Payments that have not begun processing before the requested cancellation date will not be delivered. If the Bill Payment Service is terminated or cancelled, you will need to re-consent to this Bill Payment Agreement to re-enroll in the Service.

### a. Termination of the Service by Us

Discover reserves the right, at any time, to change, suspend or discontinue your access to the Bill Payment Service, in whole or in part, at our sole discretion, subject to any notice required by law and the Account Center Agreement. Termination can result from various events, including, but not limited to the following:

- a. any breach of this Bill Payment Agreement;
- b. legal judgments against you;
- c. changes in your credit status; or
- d. Governmental advice.

### b. Suspension of Your Use the Service by Us

You agree that we may suspend your use of the Service at any time and for any reason or no reason.

### c. Cancellation of Enrollment in the Service by You

If you want to cancel your enrollment in the Bill Payment Service, you may contact us at 1-800-347-7000.

## 21. Exclusion of Warranties

THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE MAKE NO WARRANTY THAT THE SERVICE (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) WILL DELIVER ACCURATE OR RELIABLE RESULTS, AND (IV) WILL BE CORRECTED IF ANY ERRORS ARE IDENTIFIED IN THE SERVICE OR TECHNOLOGY. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

## 22. Governing Law

This Agreement shall be governed by and construed in accordance with Virginia law, without regard to conflict of laws and principles. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law, and all other terms of this Agreement shall remain in full force and effect.

## 23. Waiver

No delay in our exercise of our rights, powers or remedies will affect your obligations under this Bill Payment Agreement. If we waive any of the provisions of this Agreement, such waiver will only apply to that occasion.

## 24. Limitation of Liability

THE FOREGOING SHALL CONSTITUTE DISCOVER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

## 25. Miscellaneous

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Except as amended by this Bill Payment Agreement, the terms of the Other Agreements are affirmed and continue to apply in all respects. Sections 1, 2, 3, 5, 6, 8, 9, 10, 11(c), 12, 14, and 16-25 will survive termination of this Bill Payment Agreement.