

# Online Payment Center Terms of Use for Biller Website

## Payment Authorization

If you have elected on the prior page to make a single payment from your checking/savings account identified on the prior page, then you authorize us to initiate a single debit entry to that account in the amount and on the date specified on the prior page.

You acknowledge that the origination of debit entries to your checking/savings account must comply with the provisions of U.S. law. You authorize any financial institution through which any such debit entries are processed to use any data you provide to process these debit entries, and consent to that data being sent outside of the United States in connection with such processing and any related activities.

**You understand your access to this system WILL BE REVOKED IMMEDIATELY if any debit entry to your checking/savings account is returned as insufficient or for stop payment. You will no longer be eligible to initiate payments using this Online Payment System.**

## Payment Timing and Disbursement

The full amount of your Chapter 13 Plan payment must be received prior to the payment due date to avoid delinquency in your bankruptcy case. **The Chapter 13 payment due date and payment amount under the Chapter 13 Plan, as reflected by the Online Payment System, are strictly for informational purposes only, and may not be reflective of the most recent bankruptcy court orders which may have been entered in your case, to date. In the event there is a conflict between the Online**

**Payment System and any prior bankruptcy court orders, then the court's orders shall be controlling. Any failure to comply with all bankruptcy court orders may result in the dismissal of your Chapter 13 case.**

**If your case is dismissed, completed or converted following any payment received by the trustee using this Online Payment System, no such funds will be refunded to you until at least sixty (60) calendar days have passed since the payment receipt.**

### **Consent For Electronic Signatures and Records**

Introduction. In order to receive delivery of invoices and make payments through this website, you must consent to the use of electronic signatures and electronic records for those invoices and payments and for all agreements, disclosures, notices and other communications relating to those invoices and payments (all of which are referred to in this consent as the "Records"). Once you have given your consent, we may deliver or make any of the Records available to you by (a) posting them to the relevant page of your account on this website or (b) sending them to your e-mail address as then reflected in our records. Records posted to your account will be electronically accessible for at least 24 months unless your consent is withdrawn as specified in the "Withdrawing Your Consent" section below; or your access to the system is revoked due to insufficient funds or a stop payment. If your consent is withdrawn or your access to the system is revoked, you may obtain information regarding records posted to your account by emailing us at [epayquestions@ch13mdal.com](mailto:epayquestions@ch13mdal.com). You may review, print or download those Records by logging into your account and accessing the relevant page. The following material is intended to provide you with important information you should consider before giving your consent.

### **Option for Paper or Non-Electronic Records**

You may obtain a paper copy of any document by a written request identifying the specific document(s) to us at P.O. Box 173, Montgomery AL., 36101. There is no charge for paper copies requested by mail.

### **Scope of Your Consent**

Your consent to the use of electronic signatures and electronic records applies to all invoices delivered and payments made through this website and all Records relating to those invoices and payments.

### **Hardware and Software Requirements**

To access and retain electronic records of the Records, you must use computer hardware and software that meets the following requirements:

- A PC or MAC compatible computer or other device capable of accessing the Internet
- An Internet Browser software program that supports Secure Sockets Layer V3 or TLS 1.0 such as Microsoft® Internet Explorer or Mozilla Firefox®
- A PDF file reader like Adobe® Acrobat Reader, Xpdf® and Foxit®.

To print or download electronic records of the Records, you must have a printer attached to your computer or sufficient space on a long-term storage device, such as your computer's hard disk drive, a flash drive or other removable media.

### **Withdrawing Your Consent**

You are free to withdraw your consent to the use of electronic signatures and

electronic records at any time and without paying us any fees. To withdraw your consent, you must mail a written notice of that withdrawal to us at P.O. Box 173, Montgomery AL., 36101. A withdrawal of your consent does not become effective until we have received and had a reasonable period of time to implement it. Once a withdrawal of your consent becomes effective, you will no longer be able to electronically access the Records or otherwise use this website. However, a withdrawal of your consent does not affect the legal effectiveness, validity or enforceability of any transactions, electronic signatures or electronic records of any Record entered into, provided or made available before that withdrawal becomes effective.

### **Updating Your Contact Information**

You should keep us informed of any change in your e-mail or physical mailing address. You may do so by mailing a written notice of the change to us at [epay@ch13mdal.com](mailto:epay@ch13mdal.com). Any update to your contact information sent to this e-mail address, will effect only your on-line payment information. Any address change or contact information related to your bankruptcy case and/or for the purpose of receiving communication from the U. S. Bankruptcy Court, your bankruptcy attorney or your Chapter 13 Bankruptcy Trustee, must be filed with the U. S. Bankruptcy Court on the appropriate Address Change Form. It is recommended that you contact your bankruptcy attorney.