

ClearNow's Homeowner Association (HOA) Terms & Conditions

ClearNow is a service that enables you (HOAs) to collect HOA dues electronically from homeowners. By enrolling in ClearNow, using the www.ClearNow.com web site, or logging into your ClearNow account, you agree and consent to be bound by the following ClearNow's Homeowner Association (HOA) Terms & Conditions:

- 1. ClearNow Fees:** ClearNow fees are charged to you. We do not charge homeowners to use ClearNow. Each ClearNow account debits on a specific day and credits to a specific bank account:
 - Monthly debit: \$14.95/month for one debit. Each additional debit is \$2/month.
 - Biweekly and semimonthly debit: \$4/debit
 - Additional account to debit monthly on a different day: \$7.95/month for one debit. Each additional debit is \$2/month.
- 2. Payment Processing Schedule:** A banking day is a business day excluding weekends and US Federal bank holidays.
 - **8 days before the debit day:** Payment reminders of the HOA due amount and debit date are emailed to homeowners.
 - **Debit Day:** Homeowner bank accounts are debited. If the debit day is not a banking day, the debit will occur on the next banking day.
 - **Credit Day:** 3 banking days after the debit day - Your bank account is credited the amount of HOA dues owed net of ClearNow fees. A payment summary is emailed to you.
 - **10 days after the debit day:** If a homeowner has a failed payment (e.g., insufficient funds), he/she may be assessed a \$15.00 failed payment fee by ClearNow, Inc.
- 3. Payment processing and NACHA rules:** ClearNow uses the ACH Payment Network, which is administered by NACHA. For the purposes of NACHA's operating rules, you shall be referred to as "Originator", ClearNow shall be referred to as "Sender", the originating depository financial institution shall be referred to as "ODFI", and our payment processor shall be referred to as "Processor".
 - **ACH Processing Authorization:** You authorize ClearNow and ClearNow's payment processor to originate approved entries on behalf of yourself and your homeowners' bank accounts. ClearNow and ClearNow's payment processor agree to originate entries in accordance with the terms of all applicable agreements.
 - **NACHA Rules:** You shall comply with, and be bound by, the NACHA Rules. You acknowledge that you have the capability to purchase a copy of the NACHA Rules if you so desire. You agree to assume the responsibilities under the NACHA Rules. In the event that you violate any of the applicable NACHA Rules, and NACHA imposes a fine to the ODFI, ClearNow, or ClearNow's payment processor because of the violation, ClearNow's payment processor may charge the fine to you or ClearNow. If ClearNow is charged by its payment processor because of a violation by you or your homeowners, you acknowledge ClearNow may charge the fine to you, and you agree to be responsible for payment of the fine. ClearNow and its payment processor shall comply with the NACHA rules to the extent such NACHA rules are applicable to ClearNow and its payment processor.

- Compliance with Applicable Law: You shall not transmit ACH transactions via ClearNow or ClearNow's payment processor that violate the laws of the United States, and you shall perform your obligations under all applicable agreements in accordance with all applicable laws and regulations. ClearNow and ClearNow's payment processor shall perform their obligations under applicable agreements in accordance with all applicable laws and regulations.
 - Available Entries: As a ClearNow customer, you permit ClearNow and its payment processor to transmit approved Standard Entry Class (SEC) Codes. SEC codes must comply with the format and other requirements set forth in the NACHA rules, sender agreement, and any other documentation provided to ClearNow or its payment processor.
 - Right of Termination: Your completed Homeowner Association (HOA) Enrollment Agreement shall remain in full force and effect until ClearNow has received notification from you of termination in such time and manner as to afford ClearNow and its payment processor a reasonable opportunity to act on it.
 - Right to Audit: You acknowledge that ClearNow and its payment processor have the right to periodically review the volume and character of your ClearNow ACH activity and your business operations to evaluate the credit risk associated with processing entries on your behalf. ClearNow and its payment processor have the right to audit compliance with all applicable agreements and NACHA Rules. ClearNow and its payment processor have the right to terminate or suspend your ClearNow account and ClearNow enrollment at will, at any time, and for any reason, including but not limited to for breach of the NACHA Rules.
4. Electronic Delivery of Communication: You agree to conduct business with ClearNow electronically and to electronic delivery of all documents, communications, and information related to all ClearNow activity associated with your taxpayer identification number and/or ClearNow account. This includes, but is not limited to, electronic delivery of account activity, payment summaries, and tax forms, and such documents can be viewed and/or printed through your ClearNow account. Certain of these documents may contain your personal information, and you agree that such personal information may be delivered electronically. You further agree that ClearNow may deliver documents in any form or manner of electronic communication permitted under applicable law, including but not limited to via email, text messages, or ClearNow websites and for as long as you are in contact with ClearNow or accessing ClearNow's web sites. You consent to ClearNow's use of your email address and/or telephone number to communicate with you. If your contact information, including but not limited to email address and telephone number, changes, you agree to notify ClearNow. You may update your contact information through your ClearNow account. You also agree to and consent to the use of electronic signatures in connection with all matters relating to your ClearNow enrollment and agree that your use of an electronic signature shall bind you in the same manner as if you had manually signed such document.

Your consent to electronic communication delivery remains in effect until it is revoked by you and such revocation is clearly communicated to ClearNow in writing with advance and sufficient notice. For tax forms, if you wish to receive them by paper, then you must clearly communicate your request to ClearNow in writing with advance and sufficient notice.

5. Indemnification: ClearNow will only process HOA dues with the consent of both you and your homeowner(s). The maximum monthly, biweekly, and semimonthly HOA due amounts per homeowner are \$10,000.00, \$5,000.00 and \$5,000.00 respectively. ClearNow will undertake commercially reasonable means to process payments properly. ClearNow is not a guaranteed method of successful HOA dues collection. ClearNow shall incur no liability if it is unable to complete any payments through ClearNow for any reason including but not limited to: (i) bank accounts do not contain sufficient funds, (ii) ClearNow is not working properly, (iii) you or your enrolled homeowners have not provided ClearNow with correct name or bank account information, or (iv) circumstances beyond ClearNow's control (such as, but not limited to, fire, flood, or other natural disaster; telecommunications failure; hardware or software failures; or failure to access the networks in which we operate ClearNow services). You and your homeowners agree to indemnify, defend and hold ClearNow, ClearNow affiliates, the vendors that assist ClearNow in providing services, and ClearNow's respective directors, officers, owners, employees, contractors, and agents harmless from and against all claims, actions, proceedings, damages and costs (including attorney's fees) related to or arising out of any reason including but not limited to: (i) enrolled HOAs' and homeowners' use of the ClearNow Website or ClearNow services; (ii) the actions or omissions of third parties who are linked through the ClearNow Website or ClearNow services; (iii) disputes between enrolled HOAs and their homeowners; or (iv) enrolled HOAs' breach of ClearNow's Homeowner Association (HOA) Terms & Conditions. The sale, modification, distribution, transmission, or reproduction of any portion of ClearNow or ClearNow's service or the ClearNow Website or its content is prohibited.
6. ClearNow termination: ClearNow reserves the right to terminate service for enrolled HOAs and their homeowner(s) at ClearNow's discretion at will, for any reason, and at any time.
7. Changes to ClearNow's Homeowner Association (HOA) Terms & Conditions: ClearNow's Homeowner Association (HOA) Terms & Conditions are subject to change. The most current version of ClearNow's Homeowner Association (HOA) Terms & Conditions apply, and it is available through your ClearNow account, ClearNow's website, or by contacting ClearNow. By enrolling in ClearNow, using the www.ClearNow.com web site, or logging into your ClearNow account, you agree and consent to the most current version of ClearNow's Homeowner Association (HOA) Terms & Conditions.