

Municipal Services Bureau (MSB) Payment Terms and Conditions

By using Municipal Services Bureau's (**MSB**) online payment services ("**Online Payments**" or "**this Service**"), you agree to be bound by the following Payment Terms and Conditions ("**Payment Terms**"), as modified from time to time, and any other terms and policies governing the use of the Site, including but not limited to MSB's Website Terms of Use ("**Terms of Use**") and Privacy Policy. The Terms of Use and Privacy Policy is incorporated herein by reference as if fully set forth below. Capitalized terms shall have the same meaning under the Terms of Use unless otherwise defined herein.

1. **Authorization.** Based on the payment method selected, you authorize MSB or its service provider(s) to initiate a one-time electronic funds transfer ("**EFT**") from your checking (includes money market account) or savings account or to initiate a debit or charge to your ATM/debit card or credit card, using the information you entered on the date and in the amount specified (including any applicable convenience fee). You agree and represent that you are the authorized user or holder of the account to be debited or charged. In addition, by accessing Online Payments, you agree and represent that you are the debtor or obligor as to the amount(s) owed or have received express permission from the debtor, obligor, or a court of competent jurisdiction to access this Service and any sensitive information, including but not limited to NPI (Non-Public Information), that may be disclosed as a result of using this Service and have the authority to agree to these terms on behalf of the debtor or obligor.

If making an EFT payment, you authorize MSB or its service provider(s) to validate the account to be debited by any commercially reasonable method available to it, including but not limited to information obtained from a consumer report, and you understand that your payment may be declined based on the results of the validation.

2. **Fees.** 2.1 Convenience Fees. MSB may assess a convenience fee, as permitted by applicable law and any applicable underlying agreement governing your obligation, for payments made by EFT, credit, or ATM/debit card. If a convenience fee is charged, the fee will be disclosed to you before making a payment. By finalizing and/or submitting your payment, you are agreeing to the convenience fee charged and that such fee is charged solely for the use of this Service. In addition, by using Online Payments, you acknowledge and agree that (1) you have considered alternative channels to make a payment that are of no cost to you, if applicable, such as by U.S. mail or in-person; and (2) in lieu of alternative payment channels, you have voluntarily elected to use Online Payments.

2.2 Returned Payment and Other Fees. You understand and agree that MSB may charge you a fee, as permitted by law and any applicable underlying agreement governing your obligation, for payments returned or rejected by your bank/financial institution or ATM/debit or credit card issuer ("**card issuer**") for any reason. You understand that you are also responsible for any overdraft, insufficient funds (NSF), and other service charges that your bank/financial institution or card issuer may impose in connection with the account to be debited or charged.

3. **Transaction Limits.** MSB reserves the right to limit the maximum payment amount or number of payment transactions initiated within a certain period, and to terminate any payment transaction for any reason, without prior notice, in its sole discretion.
4. **Payment Processing/Cutoff Hours.** Payments initiated before 4:00 p.m. Eastern Standard Time may be processed the same business day or next business day. Payments initiated AFTER 4:00 p.m. Eastern Standard Time will be processed the next business day. It may take up to 14 days for your payment to post to your account with your creditor and/or be reflected in your current balance due. The term "**business day**" means Monday through Friday, excluding banking holidays.

In the event of a failed payment transaction, MSB will not be held liable for any costs, damages, etc. as a result of a failed transaction. We have no obligation to try to debit or charge an account for a specific payment more than once though we may attempt to do so

5. **Revocation and Stop Payments.** You may not cancel your payment or revoke authorization via Online Payments or by contacting MSB once you have submitted and/or finalized your payment. Please contact your bank/financial institution or card issuer for assistance. For EFT payments scheduled in advance, you may revoke your authorization no later than (3) business days before the payment is scheduled to be made by contacting MSB at **1-800-616-0166** during normal business hours.
6. **Your Liability.** You agree to regularly and promptly review and verify that all transactions made via Online Payments have been processed by your bank/financial institution or card issuer. If your bank or account statement shows transactions by us that you did not authorize, please contact us immediately in accordance with the instructions provided in Section 8 of these Payment Terms. You are also solely responsible for (1) making timely payments, (2) identifying any issues related to payment transactions submitted, and (3) providing and/or entering accurate information necessary to process your payment.
7. **Our Liability.** If we do not complete payment in a timely manner in accordance with these Payment Terms, we will waive any late fees that you may incur. MSB is not liable for any loss or damage that you may incur as a result of the following:
 - Your bank/financial institution or credit card account does not contain sufficient available funds for us to debit or charge the account in the amount of the payment authorized.
 - Your bank/financial institution or credit card account is subject to an uncollected funds holds, legal process or any other encumbrance or claim restricting transfers at the time we attempt to debit or charge your account for an authorized payment.
 - The information you or other authorized persons have supplied to us is incorrect, incomplete, or not timely.
 - Any acts, errors, or omissions of your bank/financial institution or card issuer.
 - Circumstances beyond our control (including but not limited to natural disasters; fire; flood; war; pandemic/epidemic; acts of terrorism; acts of third parties in violation of federal, state, or international law; or losses or delays caused by use of any internet access service provider, browser, software, computer systems or any other communication facility) that prevent or impede the transaction, despite reasonable precautions taken.
8. **Unauthorized Transactions, Errors, or Questions.** If you have any questions regarding a payment made using this Service, think there is an error with the payment, or suspect a payment has been authorized without your permission, please contact us immediately in writing at **Municipal Services Bureau, 325 Daniel Zenker Drive, Suite 3, Horseheads, NY 14845**, or by phone at **1-800-616-0166**. If there is an error or a suspicion of unauthorized activity, we request that you contact us immediately. In addition to contacting us, you may also call your bank/financial institution or card issuer. When reaching out to us, please provide the following information:
 - Tell us your name, Reference number, type of payment being made.
 - Describe the error or the transaction you are questioning.
 - Tell us the dollar amount of the suspected error and any other details you may have that is related to the transaction.

If you tell us orally, we may require that you send us your question or concern in writing within 10 business days. We will investigate your complaint within 30 business days and will correct any error promptly.

9. **Electronic Disclosures.** MSB is required to provide you with certain disclosures and notices that are mandated by federal, state, or local laws and regulations as a result of using Online Payments. As permitted by law, you agree to receive all such disclosures and notices electronically.

If MSB fails to enforce any of its rights under these Payment Terms or applicable laws, it shall not be deemed to constitute a waiver of such right. If any provision is found by a court of competent jurisdiction to be invalid, then the remaining terms and conditions shall remain in full force and effect.

By selecting **I agree**, you are acknowledging that you have read, understand, and agree to the Payment Terms.

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