

Terms & Conditions

As of December 1, 2022

The Lockhart, Morris & Montgomery, Inc. (“LMM”) payment portal is an on-line bill viewing and payment service (“Service”) provided by LMM and its licensors, including [Payment Processor] collectively, **Licensors**.

Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions below and subject to LMM’s Privacy Policy and State and Local Disclosures, which is incorporated herein by reference. You may read the current version of our Privacy Policy and State and Local Disclosures by selecting the “Privacy Policy” and “State and Local Disclosures” links on our Web Site at www.lmminc.com. If you do not accept the terms and conditions of this Agreement, you may not access or use the Service. LMM may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement. LMM has no obligation to notify users of the posting of a modified Agreement.

Payment Services. By accessing the Service, you authorize LMM (1) to establish and maintain your payment authorizations and (2) for Licensors to process your payments according to your instructions.

Types of Payments and Payees. You may use the Service only to authorize the payment of bills owing to LMM that you authorize will be made from a bank or financial institution account (the Transaction Account) that you designate. It is your responsibility to establish and maintain the Transaction Account and to pay any and all fees associated with the Transaction Account.

Timing. By providing LMM with a payment authorization under the Service, you authorize Licensors to charge the Transaction Account to remit funds on your behalf to pay your bills owed to LMM. It is your responsibility to make timely payment authorizations, so that the funds will arrive at LMM before the date on which they are due. You should submit all payment authorizations to LMM at least three business days before the actual due date for the bills. A business day means any day other than Saturday, Sunday, a federal holiday, or any other day on which banks in the United States are not generally open for business.

Responsibility of LMM. LMM will use all reasonable efforts to process all your payment authorizations promptly and properly, provided the authorizations are actually received by LMM. LMM will not be responsible for any failure to process a payment authorization that is not actually and completely received by LMM for any reason, including user error, equipment malfunction, natural disasters, or impediments, or inaccurate or incomplete information.

If Licensor does not process a payment request on time or in the correct amount, LMM will be liable for your losses, but in no event shall LMM's liability exceed the amount of the affected payment authorization. However, Licensor shall incur no liability fees if it is unable to complete a payment authorization initiated by you because of the existence of any one or more of the following circumstances:

1. The Transaction Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit applicable to the Transaction Account.

2. You have not provided LMM with correct names or account information.
3. Circumstances beyond LMM control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper transmission of your payment authorization and LMM has taken reasonable precautions to avoid those circumstances.
4. LMM fails to receive a full and complete payment authorization.
5. You have made any false or materially misleading statement or representation in connection with any payment authorization.
6. The bank or financial institution maintaining the Transaction Account refuses or is unable to honor a payment request from LMM.

Bank or Financial Institution Limitations. In using the Service, you are requesting LMM to make payments for you from your designated Transaction Account. If your bank or financial institution is unable to process a transaction (for example, there are not sufficient funds in the Transaction Account to cover the transaction, or if funds in the account are unavailable for any reason), the transaction may not be completed. There may be limits or restrictions upon the number or frequency of payments that may be made from your Transaction Account under applicable law or under the terms of your agreement with the bank or financial institution maintaining the Transaction Account. LMM's obligations under the Service are subject to any such limits or restrictions, and LMM has no duty to notify you of any such limits or restrictions.

Charges. As a customer of the Service, you will not be charged by LMM for payment authorizations that you choose to send electronically.

DISCLAIMER OF WARRANTIES. WE, LOCKHART, MORRIS & MONTGOMERY, INC., ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS, IS PROVIDING THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN ADDITION, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THE SITE WILL BE SECURE, ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, OR ERROR FREE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL WE, LOCKHART, MORRIS & MONTGOMERY, INC., ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS, OR ANY LICENSORS, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF WE HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS BY YOU OR ANY THIRD-PARTY. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you.

Assignment. You may not assign this Agreement to any other party. LMM may assign this Agreement to any directly or indirectly affiliated company. LMM may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

General. This Agreement is governed and shall be construed in accordance with the laws of the State of Texas, excluding its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between LMM and you concerning the Service

and may only be amended as provided herein. Failure or delay in enforcing any right or provision of this Agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicenses. This Agreement does not create any third-party beneficiary rights. Except as otherwise stated in our Privacy Policy, any information submitted or provided by you to the Web Site might be publicly accessible. Important and private information should be protected by you. We are not liable for protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use. Provisions of this Agreement relating to limitation of liability, indemnification, venue, choice of law, and any other provisions that by their nature should survive, will survive the termination of this Agreement.