TERMS AND CONDITIONS FOR ONLINE PAYMENTS

The following terms and conditions shall apply to any user that makes a payment to Cumberland Family Medical Center, Inc., using the following online payment service. As used in these payment terms, Cumberland Family Medical Center, Inc., shall be referred to as "CFMC" and "you" and "your" shall be referred to as the person giving this consent of service. By authorizing payments to CFMC in connection with the service, you are accepting and agreeing to the following payment terms and conditions.

Payment Authorization

- Payments may only be made with a credit or debit card that has been issued to you as the cardholder. CFMC may elect to accept or decline any credit or debit card for any reason in our sole discretion.
- You are authorizing CFMC to obtain payment of all fees you incur or agree to incur for the Service, either now or any time in the future, via charge(s) to the account accessed using the Card.
- The Card information supplied at the time of using Service is processed by our payment service provider ("Payment Processor"). We do not retain any information concerning the Card except for the type of Card, the last four digits, expiration date, name, and address. The Payment Processor may retain additional information concerning you and your Card. Use of the information by the Payment Processor is governed by the Payment Processor's privacy policy.
- The service is provided using the Payment Processor through a secure website. However, you acknowledge that your personal information, including without limitation Card information, transmitted over the Internet may be susceptible to interception, misuse, hacking, theft and/ or fraud.

User Responsibilities

- You are responsible for assuring that all the information provided as part of the Service, including information concerning the Card and Card data, is correct, accurate and complete.
- You agree to notify CFMC of any changes in the account information for your Card at least 15 days prior to the next billing date. You agree to notify us of any change to your contact information, including without limitation your email address.
- You are responsible for any charges or fees assessed against the Card by the Card issuer or any other third party.

- You agree to read these Payment Terms before using the Service and authorizing payments. You should retain a copy of your transaction authorization(s) and these Payment Terms.
- Each time you authorize a one-time or recurring payment, or provide information concerning your Card, you are representing, warranting, and confirming that:
    - You are over 18 years of age;
    - You have the appropriate authority to accept and agree to these Payment Terms;
    - You are the holder of the Card and the Card is issued in your name;
    - You are authorized to make and authorize payments using the Card; and
    - There are sufficient funds and/or sufficient credit available on the Card account at the time each payment is processed to fund the payment in full

Limitations on Liability and Exclusion of Warranties

- CFMC and/or the Payment Processor are not liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall CFMC and/or the Payment Processor be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the processing of payments or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service.
- You agree that CFMC and/or any of its employees shall not be held liable for any loss or damages arising from the use of, or reliance upon the information contained on the payment server.
- CFMC does not accept liability for any damage, loss, cost (including legal fees), expenses, indirect losses or consequential damage of any kind which may be incurred by you from the use of this service.
- NEITHER CFMC NOR THE PAYMENT PROCESSOR MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO PROCESSING OF PAYMENTS UNDER THESE PAYMENT TERMS.

Amendment and Cancellation of Payment Terms

- CFMC may amend these Payment Terms at any time without giving prior notice. Any amendment applies to payments and transactions that occur after the date the amendment is effective. CFMC may change, suspend, or terminate the availability or features of online payments at any time, without prior notice. It shall be the

reasonability of the user to continuously check for any updates to these terms and conditions.

Refund/Cancellation Policy

- Fees paid shall not be refunded under any circumstances.

Governing law

- These Payment Terms will be governed by the law of the Commonwealth of Kentucky without regard to choice or conflicts of law provisions.