

Manage Your Mortgage

Payment Service Agreement and Automatic Debit Authorization

Payment Systems Group, Inc., a/k/a Make My Payments, herein after referred to as MMP, and the individual(s) named below, hereinafter referred to as Client, agree to the following: Enrollment and Purpose: Client agrees to enroll in MMP's Payment Service for the purpose of accelerating the amortization of the Client's loan.

1. CUSTOMER INFORMATION

FIRST NAME	LAST NAME	SOCIAL SECURITY NUMBER	
EMAIL ADDRESS	MOTHER'S MAIDEN NAME	DATE OF BIRTH	
MAILING ADDRESS	CITY	STATE	ZIP
TEMPORARY PASSWORD (FOR ACCESS TO WEB SITE)	HOME PHONE	WORK PHONE	

2. LOAN INFORMATION

DESCRIPTION OF LOAN (FOR EXAMPLE, SUMMER HOME, MEDICAL SCHOOL STUDENT LOAN, ETC.)

DATE OF LOAN ORIGINATION	LOAN ACCOUNT NUMBER	TERM	INTEREST RATE
ORIGINAL LOAN AMOUNT	TOTAL MONTHLY PAYMENT (INCLUDES PRINCIPAL, INTEREST, ETC.)	ADDITIONAL MONTHLY PAYMENT	
PROPERTY ADDRESS (IF DIFFERENT FROM MAILING ADDRESS)	CITY	STATE	ZIP

3. LENDER INFORMATION

LENDER NAME	PHONE		
PAYMENT ADDRESS	CITY	STATE	ZIP

4. DEBIT AUTHORIZATION

I hereby authorize MMP or assigns to initiate debit entries to my account below as indicated at the financial depository institution named below. This authorization is to remain in full force and effect until MMP has received written notification from me of its termination in such time and manner to afford MMP to act on it. I authorize MMP to make payments to, give instructions to, and receive information from my lender on my behalf for the life of the loan. Funds (minus transaction or enrollment fees) will be forwarded to my lender on a monthly basis by the payment due date.

BANK (FINANCIAL DEPOSITORY INSTITUTION)	PHONE	
ROUTING NUMBER (9 DIGITS)	ACCOUNT NUMBER	TYPE OF ACCOUNT <input type="checkbox"/> Checking <input type="checkbox"/> Savings
PREFERRED DEBIT DAY <input type="checkbox"/> Mon. <input type="checkbox"/> Tues. <input type="checkbox"/> Wed. <input type="checkbox"/> Thurs. <input type="checkbox"/> Fri.	PREFERRED MONTH OF 1 ST PAYMENT	PAYMENT DUE DATE
RECURRING DEBITS \$ _____ Half of my monthly payment to be debited every two (2) weeks. \$ _____ Additional Principal Payment to be debited every two (2) weeks. + \$ <u>3.50</u> Transaction Fee \$ _____ Total recurring debit amount to be debited every two (2) weeks.		ENROLLMENT FEE (IF APPLICABLE)

By signing below, I (Client) have read, understood, and agree to all terms and conditions, fees, and procedures incorporated into in this 11 section Agreement (front and back).

SIGNATURE _____

DATE _____

5. **Make My Payments Payment Service** Client has appointed MMP or assigns to administer this payment service and authorizes MMP to make all necessary financial institution, payment arrangements, and transactions to facilitate the Service until Client or MMP terminates this Agreement. Client authorizes Client's lender to discuss Client's loan with MMP or its assigns. Any changes to Client's account are subject to all terms and conditions of this Agreement. Client acknowledges and agrees that the Enrollment Fee (if entered on Page 1) will be shared among MMP and/or any other entity receiving a commission from the sale. MMP is not responsible for refunding any portion due from any other party. Payment service continues until termination by Client as specified in Section 6.
6. **Term and Termination** MMP agrees that upon Client's enrollment and payment of all fees required by MMP or independent reseller(s), MMP shall commence and continue to transfer payment from Client's financial institution account according to Section 4 (Debit Authorization) until termination of this Agreement. Client or MMP may terminate this Agreement upon thirty (30) days written notice. In the event debit or payment transfer cannot be accomplished for any reason, or if there exists any condition which impairs or prevents MMP from servicing the account, MMP may terminate this Agreement immediately, without refund of any fees paid to MMP or any other party, and without notice to Client. Client is solely responsible for monitoring Client's account and contacting MMP to resolve any unsuccessful debit or any inability of MMP to service the account. If this Agreement is terminated by either party for any reason, all enrollment, transaction, or any other type of fee paid by the Client is considered non-refundable and fully earned by MMP.
7. **Transfer of Funds and Payments** Client bank accounts are debited using the Federal Reserve System's Automatic Clearing House process and funds are deposited in a commercial account at a major U.S. based bank. MMP reserves the right to choose and change depository institutions at its own discretion. The Enrollment Fee will be paid from half of the "One-Time (First) Debit" and any additional extra payment amounts until the fee is paid in full. Only after the Enrollment Fee is paid in full will additional payment amounts be credited to the loan. Payments are forwarded to Client's lender on a monthly basis and may be in the form of check or electronic payment. Interest is not earned or credited to Client on Client's funds in the depository account while waiting for transfer to Client's lender. MMP undertakes to make Client's payment only with funds debited from Client's account. Client understands that any inability to debit from the account may cause Client's payment: (1) to be made past the due date, (2) to be made in an amount less than required, (3) no payment will be made at all. MMP shall not be responsible for making any payment if Client funds cannot be debited successfully. In the case of any actions performed by the Client to stop payment on or reverse any funds previously debited without Client providing thirty (30) days written notice of termination to MMP, MMP will begin collection efforts of these funds by means which include without limitation negative credit reporting, collection agencies, and legal action. If a late charge is incurred by the Client in the payment of the Client's loan due exclusively to the fault or error of MMP, MMP will pay the late charge and write a letter of explanation to the Client's lender. MMP shall not be responsible for misdirected, undelivered, or incorrectly processed payments. If MMP fails or delays in making a payment or transfer pursuant to this Agreement or if MMP makes a payment or transfer in an erroneous amount, unless otherwise required by law, MMP's sole responsibility and liability shall be limited to contacting the lender and requesting that any charges or fees be waived and any overpayment be refunded to Client (or credited to Client's next payment due). MMP shall not be responsible for late charges, credit issues, or any other fees for any issue brought to the attention of MMP more than 30 days after the original transaction date. MMP is servicing the Client's loan based solely on the information provided by the Client that MMP cannot verify. MMP will not be held responsible for errors in the information provided by the Client.
8. **Dispute Resolution** Any dispute or claim arising from or relating to this Agreement or the services provided under this Agreement, including any dispute or claim regarding the applicability of this Section, shall be settled by binding arbitration administered by the National Arbitration Forum under its Code of Procedure in effect at the time the claim is filed. Client and MMP agree that neither of them shall have the right to participate as a member of any class of claimants pertaining to any claim subject to arbitration under this Section and that claims of third parties shall not be joined in any arbitration between Client and MMP. Client and MMP acknowledge and agree this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. In the event Client fails to adhere to the terms of the mandatory arbitration provisions contained in this Section, Client shall reimburse and indemnify MMP for MMP's reasonable attorneys fees and costs incurred in enforcing this Section, including without limitation, the attorneys fees and costs incurred in compelling arbitration and/or dismissing any lawsuit filed in violation of this Section. CLIENT AND MMP HEREBY ACKNOWLEDGE AND AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY COURT OR JURY AS A MEANS OF RESOLVING ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT. If any portion of this Section is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Section, and if any litigation is therefore permitted under this Section, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys fees and related costs and expenses.
9. **Notices** All notices shall properly identify the Client, be in writing and shall be considered effective when received by certified or registered U.S. Mail, return receipt requested, postage prepaid, overnight express delivery service, fax, or email to the appropriate party at the address specified herein, or to such other address as MMP may designate, pursuant to this Section. It is the Client's sole responsibility to update Client's account online or notify MMP within three (3) days of any change in Client's contact information or any information required to service Client's account. Changes to upcoming debits must be completed a minimum of two (2) banking days prior to the next scheduled debit date. Changes in any information affecting payments must be made a minimum of seven (7) banking days before Client's payment due date if the new information is to be applied to the upcoming payment. Banking days do not include weekends or holidays. MMP may be contacted at Make My Payments, PO Box 6692, Chesterfield, MO 63006. Fax: (314) 754-9978. Email: service@makemypayments.com. Accounts may be updated online at www.makemypayments.com.
10. **Limitation Of Liability** MMP MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY. Under no circumstances shall MMP be held liable under this Agreement, or under any claim brought in connection with the relationship contemplated hereunder (whether under contract, tort, fraud or other theory) for any consequential, incidental, punitive, exemplary, or other indirect damages, even if advised of the possibility of such damages. Without limiting the generality of the foregoing, MMP shall be totally excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond their control.
11. **General Provisions** If any term in this Agreement is found to be invalid or unenforceable, then the balance of the Agreement shall be enforced without the invalid or unenforceable term. This Agreement shall be interpreted and performed in accordance with the laws of the State of Missouri, and the courts sitting in St. Louis County, Missouri shall be deemed the appropriate venue for adjudication of this Agreement, Client hereby waiving any objection to such venue or jurisdiction.