

AutoPay Service

Terms and Conditions & Electronic Authorization Consent

Please carefully read the Terms and Conditions for the AutoPay option:

By enrolling in AutoPay Service ("APS"), using APS, or paying for membership with the Greater Winston Salem Chamber of Commerce ("the Chamber", "us", "our") via APS, you (and by extension, the company or organization you represent) agree to these Terms and Conditions. To use this service, you agree that the acceptance of these terms will constitute a valid and binding electronic signature that will have the same force and effect as a handwritten signature by you. If these Terms and Conditions are not acceptable to you, please do not use this service and notify us immediately at (336) 728-9200.

Enrollment

You understand that, if you enroll in APS, you authorize the Chamber to treat your electronic signature as evidence of your consent to initiate electronic payment transactions from your designated debit card or credit card account.

You understand that APS enrollment applies to the bank, debit card, or credit card account that you designate and participation in APS is subject to the Chamber's approval.

By enrolling, you authorize no less than twelve (12) monthly payments to automatically be charged to your designated debit card or credit card account, as applicable, for the amount due. The APS charge or debit will be made on the date of enrollment every month. For example, if you enroll on the 10th of the month, your designated debit card or credit card account will be charge again on the 10th of each subsequent month for a total of no less than twelve (12) months or one (1) year.

Update Bank/Card Information

You understand that you are responsible for ensuring that your information is correct and up-to-date. If there is a change to your bank or card account information – including expiration date – you must log in and update the APS enrollment information.

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Returned Payments

You understand that, if your payment is rejected, refused, returned, disputed, or reversed by your financial institution or card issuer for any reason, the Chamber has the right to charge a returned item fee, cancel your account from the APS option, and issue an invoice for payment in full of the remaining balance of your membership.

The Chamber reserves the right to terminate your participation in this payment option at any time, as authorized by applicable law.

Fees

You understand that participating in the monthly APS option incurs an annual \$30 Administrative fee.

You understand that you should verify with your financial institution to determine if additional charges apply.

Changes and Updates

From time to time, the Chamber may revise these Terms and Conditions. We will provide notice of such revisions by posting revisions to our website. Material revisions to the Terms and Conditions shall be effective no sooner than 30 days after posting on our website at www.winstonsalem.com/terms. If you do not agree to the Chamber's revision(s), you must terminate your APS enrollment immediately in accordance with these Terms and Conditions. By continuing to use APS after revisions are in effect, you accept and agree to all revisions.

Statement of Liability and Hold Harmless and Indemnification

Except as provided elsewhere in these Terms and Conditions, if we fail to complete a withdrawal on time or in the correct amount, we will pay for any fees or charges imposed by your financial institution that result from our error. Exceptions: (1) if through no fault of ours, you do not have enough money or sufficient credit available in or on your account to make your payment; (2) transfer of money from your bank/card account is restricted; (3) the Automatic Pay Plan system was not working; (4) circumstances beyond our control prevent payment despite reasonable precautions. Our liability is limited by law and limited to those damages actually caused. We are not liable if (1) you fail to use the Automatic Pay Plan program properly; or (2) you do not request or otherwise initiate a recurring or one-time payment sufficiently in advance of your payment due date; or (3) your financial institution refuses to honor the debt; or (4) your instructions are lost or delayed in transmission to us; or (5) a reasonable security concern, such as an unauthorized use, causes us not to make the payment; or (6) your account is closed; or (7) the Automatic Pay Plan program has been terminated or suspended.

These terms and conditions do not supersede, modify, or in any way mitigate your obligation to be bound by and comply with all applicable tariffs, rules or regulations related to your service. THE CHAMBER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA WHICH ARISE FROM OR IS RELATED TO AUTOPAY SERVICE. IN ADDITION, YOU INDEMNIFY AND HOLD THE CHAMBER HARMLESS FROM ANY ACTIONS, CLAIMS, DAMAGES, LIABILITIES OR LOSSES ARISING FROM OR RELATED TO THE USE OF AUTOPAY SERVICE AND ANY SERVICE PROVIDED THEREUNDER.

Effective: Friday, January 18, 2019